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# AMERICAN NURSERYMAN

**Chief Exponent of the American Nursery Trade**

Vol. LIX No. 2

JANUARY 15, 1934

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**AMERICAN NURSERYMAN PUBLISHING CO.**

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# AMERICAN NURSERYMAN

Chief Exponent of the Nursery Trade

F. R. KILNER, Editor

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papers prepared for conventions of nursery  
associations.

## CODE FOR NURSERYMEN.

With the authority of the Nursery-  
men's National Planning Committee,  
THE AMERICAN NURSERYMAN publishes  
in this issue the marketing agreement  
and supplementary code of fair competi-  
tion of nurserymen, together with the  
proposed open price clause.

Such publication has been made to  
facilitate consideration of the code and  
its discussion and refinement, inasmuch  
as the committee itself was without  
funds to make copies for distribution.  
Copies of this insert were made avail-  
able to the nurserymen in attendance at  
state conventions last week and may  
likewise be obtained for those at later  
conventions. Copies may be had now  
by sending to the office of THE AMERI-  
CAN NURSERYMAN your request, inclos-  
ing a 3-cent stamp to cover the cost  
of mailing.



## The Mirror of the Trade

### WHAT THE CODE OFFERS.

Those who have read other market-  
ing agreements and codes must com-  
pliment the makers of the draft pre-  
sented to the nursery industry by the  
Nurserymen's National Planning Com-  
mittee and published in this issue of  
THE AMERICAN NURSERYMAN. It is not  
an innocuous document prepared just  
because a code is deemed advisable. It  
has teeth in it because, as a member  
of the planning committee commented,  
some members of the industry are turn-  
ing dentist in an effort to extract them.  
Covering an industry spread through-  
out the entire country, under different  
climatic conditions, in different geo-  
graphical sections, handling decidedly  
various crops and doing business in  
definitely different ways, the market-  
ing agreement and code at once are  
general and inclusive in character, and  
at the same time definite in statement.  
To this degree it is an accomplish-  
ment which will win everyone's ap-  
probation.

The committee, after having been at  
the work six months, accedes to the  
necessity of further refinement. For  
that reason the present draft has been  
submitted to the regional planning com-  
mittees, to the state associations and  
local bodies, for discussion by mem-  
bers of the industry at large. When  
their views are expressed, the National  
Planning Committee will have a definite  
understanding as to the views of the  
industry on various subjects involved,  
pro or con, and should likewise have  
the material with which to make the  
changes found necessary in certain  
provisions of the present draft.

In the published form, the open price  
article has not been given a number,  
but presented separately because there  
is question among the committee mem-  
bers whether it should be included or  
not. The article is presented with a  
letter from the members of the com-

mittee, so that views of nurserymen  
may be forthcoming.

Inasmuch as the improvement of the  
nursery industry depends upon better  
prices, it would seem that some pro-  
vision of this sort should be included,  
unless we are sufficiently satisfied that  
the law of supply and demand has  
worked to the point of natural adjust-  
ment. In good times and bad, none-  
theless, published prices have a stabiliz-  
ing influence, whether they be in  
catalogues, wholesale trade lists, period-  
ical or newspaper advertising, or else-  
where. Knowledge of costs is so un-  
developed, and variation in costs are  
so great, that pricing is far from the  
scientific procedure many think it  
should be. The handicap in the open  
price plan is the perishable nature of  
the nurserymen's merchandise, so that  
fluctuations may become great, par-  
ticularly at the end of the planting  
seasons, in consequence of vagaries in  
the weather.

One can readily understand that the  
open price clause does not especially  
interest the thinking nurseryman, nor  
do many other provisions of a code or  
marketing agreement. Such a nursery-  
man already conducts his enterprise in  
a manner which assures stability for  
himself and his fellows. But the un-  
thinking members of the industry dam-  
age not only themselves, but also those  
who would conduct their business en-  
terprises properly if not forced to un-  
willing procedure by competition. The  
necessity of curbing the ignorant, the  
unthinking and the unprincipled makes  
laws necessary, and is the occasion of  
the current codes. The necessity of  
this regulation must be borne in mind  
in changing or refining the present  
draft of the marketing agreement and  
supplementary code of fair competition,  
so that it may become an instrument  
both effective and worth while.

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# AMERICAN NURSERYMAN

[Registered U. S. Patent Office]

**The Chief Exponent of the American Nursery Trade**

*The Nurseryman's Forte:  
To Make America More Beautiful and Fruitful*

Vol. LIX

JANUARY 15, 1934

No. 2

## Discuss Code at Chicago Convention

**Meeting of Illinois State Nurserymen's Association  
Draws Large Attendance to Hear Committee on Code**

THE eighteenth annual convention of the Illinois State Nurserymen's Association attracted to the Hotel Sherman, Chicago, January 10 and 11, fully twice as many as were present at the gathering last year. Not only did this attendance express a more lively anticipation of business the coming spring, but it indicated the extent of the interest in the discussion of the market agreement and supplementary code of fair competition submitted by the Nurserymen's National Planning Committee, to which the meeting was largely devoted.

Originally this subject had been placed on the program for the morning of the second day, but the presence of the chairman of the planning committee, Clarence O. Siebenthaler, was the occasion for the earlier introduction of the most important proposal, the open price plan. Inasmuch as Mr. Siebenthaler had to be present at the Ohio state meeting on Thursday, discussion on this phase of the marketing agreement was begun as soon as the opening ceremonies had been finished Wednesday afternoon, January 10. Two other members of the planning committee were present, Paul C. Stark and Henry B. Chase, as well as the president of the American Association of Nurserymen, Lester L. Lovett, who gave brief expression of his pleasure at being at the meeting.

The midyear meeting of the A. A. N. directors on the preceding evening, and a meeting of the central regional planning committee, that night, brought to Chicago an additional number of important nurserymen.

### **Code Discussion Starts Early.**

Discussion of the code started at about 3:30 in the afternoon and continued unabated until nearly 7 o'clock, when adjournment was taken until the following day. The introduction of the open price plan, which is presented verbatim, with a discussion by the committee, on pages 7 and 8 of the green insert in this issue of THE AMERICAN NURSERYMAN, developed immediately a decided difference of opinion.

Everyone seemed agreed that something should be done to improve the current price level in the nursery industry. It had been the committee's conclusion that the open price plan represented the best of the means pre-

sented to it. Considerable debate developed upon its practicability in the present form, chiefly because it contemplated the filing of but one schedule of retail prices and one schedule of wholesale prices. Firms doing several types of retail business, such as agency, mail-order, landscape and cash-and-carry, sell in each case a different kind or degree of service in addition to the actual shrubs or trees delivered. For that reason, some felt, a different range

open price plan with the marketing agreement and supplementary code, the form of the open price clause to be worked out by the National Planning Committee to the satisfaction of all branches of the industry.

### **Object to Retail Terms.**

In the discussion of the sixth article of the marketing agreement, headed "Marketing Regulations," objection again developed. The terms of retail sale were held to be too restricted, because they prevented the retail nurseryman from exercising his discretion in the handling of his customers' accounts. Some firms, whose terms are now net cash on delivery, did not wish to offer a cash discount of two per cent for payment within ten days from date of invoice and shipment. Some felt that good customers should be carried beyond thirty days without interest being added, and that the period which restricted the granting of credit on delinquent accounts was unduly short. The conclusion of this matter was brought by a vote that the terms of sale in regard to retail transactions should be eliminated.

Discussions on the marketing agreement and code were lengthy, and the members of the National Planning Committee expressed themselves as better enlightened by the views of the members of the industry expressed at the meeting. Before adjournment, the Illinois State Nurserymen's Association gave a rising vote of thanks to the members of the committee for its extended work.

### **President's Address.**

Calling the opening session to order Wednesday afternoon but a few minutes past the appointed hour, President Arthur L. Palmgren presented his address as head of the organization, reporting on the activities of the body during the past year. It was quite apparent from his remarks that effective work had been done in the matter of highway planting through the efforts of the association's officers at Springfield, and a considerable surplus had been taken from the market.

Presenting a brief treasurer's report, Ernest Kruse stated the balance on January 7, 1933, was \$1,021.56. Dues collected in 1933 were \$370 and dues collected in 1934 were \$390 and re-



Arthur L. Palmgren.

of retail prices was necessary to permit handling each type of business. Similarly, the wholesalers felt that there should be some distinction between the prices quoted on stock wholesale to those who did a retail business and the stock wholesaler to firms which resold the same stock at wholesale.

### **Favor Working It Out.**

Difference of opinion even developed as to the advisability of including the open price clause in the code and marketing agreement. Some felt that it was a necessary part; others, that it was a handicap, particularly in its undeveloped form.

The upshot of the discussion appeared in a resolution presented as new business in the final session of the state convention, that the association instruct its delegate on the central regional planning committee to cast its vote in favor of the submission of the



turns from exhibit space at the preceding convention were \$80. Expenditures during the period were \$1,287.45, plus a check tax of \$1.02, leaving the bank balance at the time of the meeting of \$573.19. The following day the treasurer's report was approved by the auditing committee, composed of Clyde Worth, E. F. Custer and Jacob Simonson.

#### Changes in Quarantines.

P. A. Glenn, chief plant inspector of the Illinois state department of agriculture, Urbana, spoke extemporaneously and rather briefly on recent changes in federal and state quarantines as they affect the central west. The black stem rust quarantine, No. 38, which originally prohibited the shipment of barberries and mahonias into thirteen protected states, has been changed so that varieties of barberries which are immune to the disease may be transported. He explained the complicated white pine blister rust quarantine, which originally segregated the eastern white pine area from the western, but was altered considerably in the revision a year ago. The corn borer quarantine was lifted July 1, 1932, and the phony peach quarantine March 1, 1933. Mr. Glenn's discussion of the quarantines indicated his thorough understanding of their regulations and applications, as well as sympathy with the nurserymen's problems involved.

#### On Elm Diseases.

Dr. L. R. Tehon, survey botanist of the state natural history survey, Urbana, presented a double-header address. He first told of developments in the past year in the study of the control of elm wilt. Tests conducted at Urbana may briefly be summarized as indicating that pruning did not have any effect, Bordeaux spray only a slight effect, powdered sulphur spray fairly good results and sulphur dust the best control. The tests thus far made will have to be proved by further trials, said Dr. Tehon, before conclusive statements may be made.

He thereupon delivered a summary of the Dutch elm disease situation in the eastern states, which he acknowledged was for the most part gathered from the reports of others. Only nine cases of the Dutch elm disease have been discovered west of the Alleghenies, eight in Cleveland and one in Cincinnati, O. Of 642 cases in New Jersey, New York and Connecticut, 603 were in the first-named state. While the disease is closely segregated now, it is being carefully watched by the authorities in the east.

After the code discussion the following day, an address was delivered by Dr. Preston Bradley, pastor of the Peoples' church, Chicago, and president of the Izaak Walton League of America, under the title, "Conservation," which proved to be an appeal to the audience to meet the present crisis of affairs in economics and politics in a courageous and aggressive manner. His talk was a stirring one.

#### Committee Reports.

In the executive session that followed, Elmer L. Clavey, chairman of the legislative committee, said that his report had been largely covered in the president's address.

F. J. Littleford, chairman of the committee on state and municipal nurs-

eries, reported that the Nebraska nurserymen cooperated with the state forestry department in an effective manner, and he moved that the committee be instructed to cooperate with the forestry department of Illinois and work out a plan of similar character. This was voted in the approval of the committee's report.

For the resolutions committee, Hubert Nelson, chairman, presented a draft of a resolution of condolence on the death of Philip Hauer, who had been most sympathetic toward the nurserymen's interest in his work as superintendent of the division of plant industry at the state capital.

#### On Highway Planting.

President Palmgren presented the report of the committee on highway planting and C. C. C. work. This committee was formed to take advantage of the opportunity presented by the highway improvement appropriation



Miles W. Bryant.

and consisted of President Palmgren, Vice-president Clavey and Secretary Bryant. In the C. C. C. plantings, he said, \$35,000 had been spent in Illinois, using 100,000 trees, 25,000 shrubs and 25,000 vines. The spring expenditure depends upon the allotment of the federal government. In the national park service, he referred to the landscaping to be done in the Skokie development, in which 1,200 acres are involved, in an area one mile wide and three and one-half miles long, and on which 6,000 men are working, 2,000 C. C. C. workers and 4,000 C. W. A. workers, and it is calculated it will occupy them two years. No estimate has yet been made of the total expenditure.

For highway planting, he said that 50,000 large trees had been purchased, 10,000 small trees, 30,000 shrubs and 10,000 vines. Payments by the highway department so far were \$5,000, while \$40,000 to \$50,000 worth of stock additional had been contracted for. The planting thus far has been done in the northern part of the state and the metropolitan area, but the president was informed that planting elsewhere would be done later. The use of evergreens is not contemplated in this work.

#### Election of Officers.

In the election of officers, the present slate was returned and consists of: President, Arthur L. Palmgren, Glenview; vice-president, Elmer L. Clavey,

## AMERICAN NURSERYMAN

Deerfield; treasurer, Ernest Kruse, Wheeling; secretary, Miles W. Bryant, Princeton. The board of directors remains the same, Elmer L. Clavey and Ernest Kruse being reelected, while F. J. Littleford, Hinsdale, who asked to be released, was replaced by Henry Bock, Naperville.

Arthur L. Palmgren, was reelected as the delegate of the association on the central regional planning committee.

#### PRESIDENT'S ADDRESS.

##### Palmgren Reviews Year's Work.

In his address as president of the Illinois State Nurserymen's Association, Arthur L. Palmgren reported the past year not nearly so quiet as anticipated when he took office. Supported by "the dynamo of the association," Secretary Miles W. Bryant, he found much to do. After his general references, he said:

"Now for a few definite accomplishments that have benefited each individual nurseryman in the state. March 1 we received word that the phony peach quarantine had been lifted. This benefited some of our members in the southern part of the state. I believe that this association's testimony at Memphis, Tenn., December, 1932, did much to bring about this desired result.

"A conference was had with Mr. Kingery, of Springfield, acting director of the department of public buildings and grounds, early in March, which resulted in his sending a letter to all garden clubs, women's clubs, civic bodies, etc., promulgating the idea of roadside or highway planting. This brought some definite business.

"We succeeded in getting a better understanding with the highway department relative to the lengths and widths of the loads in transporting large trees. They established a more liberal policy and set of regulations, although even now they are far from satisfactory. I would recommend that a committee go thoroughly into this subject and attempt to have the law changed so as to allow the free movement of nursery stock. Possibly the highway users' conference might help them some.

"At no cost to this association, a large highway planting display was installed at the spring flower show on the Navy pier. This was made possible through the donation of time, stock, service and material by Simonds & West, F. D. Clavey Ravinia Nurseries, Littleford Nurseries, Palmgren's Nurseries and the state highway department. A silver medal was received by the association for this display. Pictures and publicity on this display were carried in the garden papers. It is recommended that this association cooperate this next spring with a similar display.

"There were two called special meetings of the membership of the association on important matters this past year. One on April 11 was called to discuss the nursery bill, house bill 899. Such radical departures from our present law as high inspection and license fees were fought by your committee at Springfield. It was an administration bill designed partly for revenue. It had so many good points and advantages, however, over our present antiquated statute, it is certainly too bad that it did not pass in its final form. One thing that caused its defeat was the confusion in the legislators' minds caused by the in-

(Concluded on page 6.)



# Ohio Meeting Favors Open Price Plan

Gathering at Columbus Votes on Code and Hears Addresses on Other Important Topics

If there ever existed an ignorance in the minds of citizens of Columbus, O., as to the presence of the Ohio Nurserymen's Association in the past, the unpaid newspaper publicity given the twenty-seventh annual convention, January 11 and 12, made the fact known to them. And while this publicity was obtained through merely mentioning the importance of the subjects up for discussion, the actual debate was carried on in the meeting room, to which admittance was restricted to members in good standing and a few guests and news correspondents. As a result, at least a few federal and state departments will also in time be aware of this organization.

Although it was preceded by an executive committee meeting, the program actually opened at the Deshler-Wallick hotel the morning of January 11 with the annual business meeting, at which Thomas B. Medlyn, Cincinnati, presided. In the election of officers at this meeting the following were selected: President, Wilbur G. Siebenthaler, Dayton; vice-president, Henry Kohankie, Painesville; acting secretary-treasurer, Harry R. O'Brien, Worthington, and executive committee members, Edward George, Painesville; Thomas B. Medlyn, Cincinnati, and Harry S. Day, Fremont.

## Tax Matters.

The first speaker on the afternoon program was Howell G. Wright, Cleveland attorney, who on the subject, "Taxes and More Taxes," stated that he believed the tax commission of Ohio is wrong in attempting to tax growing nursery crops as personal property. In inquiring from other states as to their handling of this subject, he learned that practices differ considerably, but the tendency is to regard nursery stock as part of the realty. Nurserymen need not stand for such a high taxation rate unless growers of such crops as rye, oats, wheat, etc., pay the same rate. If such a high tax rate were passed, many nurserymen would have to go out of business and others would move at least part of their acreage to a near-by state having a cheaper rate.

It was proposed by the attorney to submit his brief to the state tax commission, together with the following request: "That the general assembly declare all growing stock, including nursery stock, exempt from taxation and that the state enact a license or law which will regulate the growing, sale and distribution of nursery stock in the public interest, for the protection of the industry and for necessary state revenue." This last proposal of Mr. Wright was voted upon and was passed.

Along this same line Fred Lazarus, Jr., Columbus, a member of the special joint tax commission, gave an interesting and informative talk concerning "Taxation." He stated that studies recently authorized by the legislature may show that a revision of the state's taxing machinery is needed, but with business conditions definitely on the upgrade and a proper clean-up of delinquencies, as well as a better spirit of cooperation

on the part of taxpayers, there should be ample revenues for all purposes.

Dr. L. C. Chadwick, of the Ohio State University, gave a clear-cut picture of work being done at the college for the benefit of nurserymen. A monthly bulletin, "Nursery Notes," is being sent to all nurserymen in the state. The speaker spends the summer months contacting with nurserymen and finding out their problems, about 194 nurseries in forty-one counties having been visited last summer. Correspondence concerning problems is invited and given thorough attention. A vast quantity of experimental work on propagation, fertilizers, varieties, plant hardiness and plant protection, acidity and mulching are now being carried on at the university and results disseminated as soon as



W. G. Siebenthaler.

possible. A hearty invitation was given the members to attend the nurserymen's short course January 24 and 25 in the Horticulture and Forestry building.

The evening was given over to the second annual Ye Olde Time dinner, where a huge attendance enjoyed a real old-fashioned country meal and also the talks given by Chief Justice Carl Weygant, of the Ohio Supreme court; Lester C. Lovett, Little Silver, N. J., president of the American Association of Nurserymen, and members of the Ohio group.

Clarence Siebenthaler, Dayton, chairman of the Nurserymen's National Planning Committee, indicated the information he had collected concerning all kinds of codes in his discussion of "The Nursery and Landscape Code and How It Will Affect Us." He discussed each point of this code at length. He stated that a clause setting a minimum price on nursery stock was struck out of the

code by the government as being economically unsound.

Concerning the open price clause, Mr. Siebenthaler stated in his opinion it is a good thing, since by it nurserymen will know what stock is worth, though they are dependent on what the public is willing to pay. He stated that the open price plan is flexible, as nurserymen can decide just what they want it to cover and so state before it becomes effective. He said that in his opinion the time given one's competitor in case a price change is desired should be set at two weeks as a maximum and might be shorter. The open price method has worked satisfactorily in other industries. In case the plan is adopted, it is bound to stop individual firms from doing certain things that are hurting the industry as a whole. He also asserted that this plan will work whether or not the individual understands it, since each firm's nearest competitor will unconsciously be a policeman checking up on the other.

## Favor Open Price Clause.

Other comments brought up that such a plan as the one considered could not have been proposed to the government five years ago, and there is a possibility that the opportunity may not be available in six months or a year from now. There may be violations of the rules, but these will be taken care of in due time.

After Mr. Siebenthaler's talk, Herman Brummé moved that the Ohio Nurserymen's Association go on record as approving the open price statement as it exists in the nursery and landscape code. This motion was carried by a large majority.

Next on the program was Lester C. Lovett. How well he handled his subject, "Problems Facing the Nurserymen Today and Suggestions on How to Solve Them," might be gleaned from the following, which are a few of the ideas set forth in his talk:

The biggest problem facing the nurserymen consists of converting nursery stock into profit, and this can be at least partially accomplished by weeding out the poor stock and establishing a reputation for quality material. It is ridiculous to think one can get the high prices of peak times, but it is still more ridiculous to sell below cost.

Cash customers, he continued, should be offered a liberal discount (about ten per cent), to increase their number and thus give the nursery more working capital. If the department store outlet has not already been overdone, there is a possibility in that direction of moving a quantity of stock, but care should be taken in the contract so the store cannot undersell one with one's own products. The installment plan of purchasing nursery stock should be advised to thrifty home owners. "Land-poor" nurserymen should soon be able to borrow money from the federal government, offering land and stock as security. The upswing in business conditions is already making itself felt in the nursery business, and there is no overproduction of the better and rarer

items, and these should be planted now. Cooperation with fellow nurserymen is all-important, and toward this end the individuals should join the local, state and national associations. Finally, nurserymen should let their business be a friendly trade and should talk, think, dream and live the slogan, "It Pays to Plant."

#### Roadside Planting.

The last topic of discussion of the convention and one of the most important concerned "Roadside Beautification." It was given by Wilbur H. Simonson, landscape architect for the bureau of public roads, Washington, D. C., who in a clear-cut fashion told of the operation of the public works administration's plan for roadside improvement. A few of the high points mentioned included the following:

The federal government appreciates the value of scenic improvement along highways, and it is with this in mind that part of the public works highway fund was ordered to be used for that purpose, not more than fifty per cent of which is to be used on federal aid highways outside the limits of cities and towns, not less than twenty-five per cent on extensions of the federal aid systems within the cities and towns and not more than twenty-five per cent on secondary roads not under the federal aid system. It is also mandatory that projects be selected in at least seventy-five per cent of the counties within the state.

The job of highway improvement will not be considered complete until the roadsides have been improved, as well as the road construction; Mr. McDonald, chief of the public roads bureau, feels that to make the program complete, all advertising signs along rights of way should be taken down, as well as lunch, roadside and gasoline stations located in that area, and the trees and shrubs properly planted along the roadsides to enhance the beauty and the placing of new highways so as to maintain the beauty of the vicinity.

The speaker recommended further the employment of a competent landscape architect to see that the roadside beautification projects are properly handled, that the work is done with relief labor assured of a living wage and that the projects are useful, sound and ready to operate as soon as possible.

#### Discussion.

In the discussion which followed, it was pointed out that more than half the states have a definite program of roadside improvements under way. Mr. Dupre, landscape architect employed by the Ohio highway department for highway beautification purposes, stated that Ohio is behind other states along this line, because originally all the plans made to be submitted to Washington for approval had to be paid for out of the state highway department funds and the department had practically no working capital. Now the work is being carried on as rapidly as possible.

Due to a misunderstanding as to what proportion of the \$15,500,000 allotted by the federal government to Ohio for highway improvement has been spent for actual roadside planting and how much remains for that purpose, Mr. Natorp made a motion that the association request this information from the state highway commission. This motion was carried unanimously.

#### OPPOSE OPEN PRICE PLAN.

##### Central Committee Votes It Down.

The executive committee of the Central Regional Nurserymen's Association met in Chicago January 10 and passed a resolution against the inclusion of the open price plan in the marketing agreement and code.

Nine of the eleven states of the central region were represented at the meeting, North Dakota and South Dakota being the two not represented. The members of the committee were quite unanimous in opposing the introduction of the open price plan, but on account of the form in which the resolution was presented two votes were recorded as unfavorable. One member of the committee voted against the resolution on account of the open price plan, acting under instructions from his state association. The vote of another member of the committee was recorded against the resolution on account of the fact that he felt that several decided changes should be made in the code before it was presented, although he did not favor the immediate inclusion of the open price plan.

The text of the resolution follows:

Be it resolved by the executive committee of the Central Regional Nurserymen's Association, That the committee highly commends the Nurserymen's National Planning Committee for the work which they have done in the formulation of the marketing agreement and supplementary code of fair competition and extends to them the sincere and heartfelt thanks of the association for their labors for the benefit of the industry;

That the committee approves the marketing agreement and supplementary code of fair competition for nurserymen submitted by the Nurserymen's National Planning Committee and recommends the adoption and prompt filing of these documents;

That the committee does not feel that the proposed article on the open price plan is practical or workable in its present form, and recommends to the Nurserymen's National Planning Committee that it should not be included at the present time in the marketing agreement and supplementary code of fair competition;

That the committee does, however, recommend that both the open price plan and the basic cost price be given further study with the idea that any practical and workable plan which may be developed can later be added as an amendment to the marketing agreement and supplementary code of fair competition.

#### Other Actions on Plan.

By a vote of 6 to 5, the nurserymen's eastern regional executive committee favored the open price provision, at a meeting December 19, and voted 11 to 1 for the code and marketing agreement.

The Minnesota Nurserymen's Association passed a resolution December 19 approving the code and marketing agreement, but not the open price plan, recommending that a cost-of-production system be incorporated instead.

#### YARD AND GARDEN CONTEST.

Announcement that the winners in the 1933 yard and garden contest have been selected has just been received from the Yard and Garden Contest Association. Although there were not so many contests in number as in previous years, there was a much higher standard set than in any of the five years in which contests have been conducted. Announcement of the winners will be released February 12 in the newspapers throughout the nation, and many of the large national magazines have requested photographs of the winners which they will run in their March and April issues.

The many photographs entered this

## AMERICAN NURSERYMAN

last year indicate forcefully that the average family is becoming more and more interested in beautifying its home grounds and that the home owners of America are coming more than ever to plan their grounds for livability. While a few years ago the rear lawn area about the average home was just a back yard, it is now becoming an outdoor living room which the whole family enjoys.

There will be no let-up in the yard and garden contest activity during the coming spring months. Many contests have already been established and a large number of contest communities have written in, outlining their plans for the new year.

Walter W. Hillenmeyer, Lexington, Ky., chairman of the market development and publicity committee of the American Association of Nurserymen, states that the yard and garden contest movement will be carried forward again this spring to the limit of the funds available and urges the support of nurserymen.

#### PRES. PALMGREN'S ADDRESS.

(Concluded from page 4.)

introduction of house bill 984 at about the same time, which this association strenuously objected to and successfully defeated.

"The second special meeting was called for September 10 to discuss a proposed marketing agreement and code for the central region.

"We lost by death the past year one of the best friends the nurserymen have ever had at Springfield, Philip S. Haner. He was the first man in that department and capacity who seemed to understand the nurserymen's problems, recognize them and then tried to help them.

"This association presented those attending the American Association convention in July with free admissions to the Horticultural building at the world's fair, a courteous act.

"Appropriate and effective resolutions were sent by your board of directors against the establishment of the proposed federal erosion-control nurseries.

"Believing that the most effective way of helping our membership the past year was in trying to reduce supplies of nursery stock by providing a market for that stock, and putting cash in the pockets of the nurseryman, strenuous efforts were made to have the C. C. C. camps and highway plantings consume large quantities of material. Every opportunity was taken to help increase the demands and educate people to buy Illinois products. Many of you nurserymen know that this was accomplished well by the actual dollars in your pocket. The P. W. A. has certainly increased demands for nursery stock. Likewise, the C. W. A., which, within a radius of five or six miles from our nursery, has meant the planting of 15,000 trees or more, plus shrubs, etc. I strongly recommend the reappointment of a committee to expand these outlets for nursery stock."

Reviewing the past year in the light of the amount of business done by each firm, President Palmgren asserted, "I think we all agree it was not nearly as bad as we expected it to be."

CLARENCE S. HEARN, proprietor of the Hearn Nursery, Arcadia, Cal., was recently elected worshipful master of Arcadia lodge, No. 547, F. A. M.

# Elect Officers at Annual Meetings

Numerous State and Local Organizations  
Hold Yearly Business Sessions This Month

## MASSACHUSETTS MEETING.

### Good Attendance at Boston.

The annual convention of the Massachusetts Nurserymen's Association was held at the Hotel Statler, Boston, January 9, with the best attendance in years. President Victor Heurlin, in his address, spoke on the depression of the past year, but was optimistic as to the future, saying there had been far too much cutthroat competition and if a code would eliminate this it would be a great blessing. Secretary Winthrop H. Thurlow, who also acts as treasurer, reported that while all of the funds of the association were tied up a year ago in one of the banks which failed, some money had been received and about three-fifths would shortly be available; the balance was dubious. The president appointed W. N. Craig and William Brown as an auditing committee and Charles R. Fish, Seth Kelsey and Paul Bowman as a nominating committee.

William N. Craig spoke on nursery conditions in Boskoop, Holland, where there are no fewer than 800 growers handling splendid stock, who are breaking even, even under existing conditions, which include higher trade barriers by virtually every country. Such noted nurseries in England as Slocock's, Waterer's, Amos Perry's, Benjamin Wells', Bees' and others were described; business was good and the overproduction, so much in evidence in America, was absent there.

Harlan P. Kelsey spoke on the code for nurserymen.

### Election.

Officers were elected as follows: President, William N. Craig; vice-president, Herbert Barrows; secretary and treasurer, Winthrop H. Thurlow; executive committee, the foregoing officers and Victor Heurlin, Cornelius Van Tol, Harlan P. Kelsey, Jr., and Harry J. Fish; delegate to A. A. N. convention, Charles Adams, Springfield; alternate, Donald D. Wyman, North Abington; legislative committee to cooperate with authorized landscape architects and other organizations on matters of mutual concern, Harlan P. Kelsey, Sheldon Robinson and Paul Bowman.

### Lilac Propagation.

After lunch had been enjoyed, Clifford Packard, of the Bay State Nurseries, gave an interesting talk on lilac propagation. The general practice still is to use California privet stock. After much experimenting, he had finally tried year-old Ibolium privet, saddle-grafted. By putting the stocks, after grafting, in a hot moist place for a fortnight they were callused, then being brought into a low temperature and kept there until planted out in spring. When lifted after the first season, a large proportion was found already on its own roots and the graft portion could be removed and any balance the following season. The method

suggested would give quicker results than own-root cuttings.

R. H. Allen, of the state department of agriculture, spoke on plant pests briefly, and also the Dutch elm disease. Prof. Ray M. Koon, of the market garden field station, Waltham, referred to work which his station would be able to do for nurserymen if a suitable grant could be had from the state of \$25,000.

The question of Sunday selling of nursery stock, in which practically every nurseryman in Massachusetts is engaged, brought out conflicting views, with the Sunday sellers in the majority when it came to counting votes.

## NEBRASKA ANNUAL MEETING.

Nebraska nurserymen met at the Cornhusker hotel, Lincoln, January 4, to discuss the code, under direction of Lloyd Moffatt, Fremont, and voted to approve it.

Harry Rigdon, Seward, was elected president, replacing Harvey Williams, Lincoln. H. Stuhr, Lincoln, was named vice-president and Ernst Herminhaus, secretary. The group decided that the September annual field day will be spent in Beaver Crossing, visiting the Smiley Water Gardens.

Vice-president Stuhr spoke about his 2-month trip through Europe last summer and told of the nurseries seen in England, Holland, France, Switzerland and Germany.

Dr. R. J. Pool, of the University of Nebraska, gave a short talk about planting possibilities in smoke-infested areas. J. H. Jeffrey outlined the workmen's compensation law. About fifty nurserymen were present.

## NORTH CAROLINA MEETING.

The semiannual meeting of the North Carolina Association of Nurserymen was held at the Selwyn hotel, Charlotte, N. C. President Harry Nettles reported on the activities of the association since its organization in Greensboro last June.

Included in the program were discussion of beautification of highways, the code for nurserymen, an address by R. W. Leiby on federal plant quarantines and a talk by Commissioner of Agriculture W. A. Graham.

Officers of the organization are Harry L. Nettles, Baltimore, president; W. T. Hanner, Julian, vice-president; John Van Lindley, secretary and treasurer. The executive committee is made up of these officers and the following: W. L. Harkey, Charlotte; J. E. Lee, Jr., Dunn; Dr. R. W. Leiby, Raleigh, and W. C. Daniels, Charlotte.

## WESTCHESTER COUNTY BODY.

Retail nurserymen of Westchester county met at the office of the Elmsford Nurseries, Inc., Elmsford, N. Y., last month and formed the Westchester County Retail Association of Nurserymen. Officers elected are: President, Leslie Scott; secretary, Richard Langle, Jr.; treasurer, H. C. Taylor.

## LONG ISLAND ANNUAL MEETING.

Speaking before the annual meeting of the Long Island Nurserymen's Association, at the Hotel Huntington, Huntington, N. Y., January 8, Meade C. Dobson, secretary of the Long Island chamber of commerce, said nurserymen should receive a return for the large quantities of shrubs and trees which they have been supplying without cost for roadside planting throughout Long Island. Mr. Dobson said that through the Glen Cove flower show, which the nurserymen helped to sponsor, money was raised to finance roadside planting.

Frederick Sparks, president of the National Association of Gardeners, spoke on the proposal for a Long Island Horticultural Society. Mr. Sparks said the wealth of flowers and plant material grown on Long Island could be exhibited so as to create much interest and be of educational value.

Another speaker, W. G. Been, Suffolk county agricultural agent, told the nurserymen his agency was cooperating with the Long Island Nurserymen's Association in conducting a 3-day school at the State School of Applied Agriculture at Farmingdale. Sessions will be held February 7 to 9 for nurserymen, florists and gardeners, a day for each group. C. H. Zimmer, of the New York state department of agriculture, also spoke.

P. J. Perinchief, secretary of the Huntington chamber of commerce, welcomed the members. Jac Bulk, of Babylon, president of the association, reported on the work of the association.

Mr. Bulk was unanimously reelected president for 1934. H. A. Naldrift, Farmingdale, was elected vice-president; G. Clifton Sammis, Huntington, reelected secretary, and Walton Scherer, Northport, was elected treasurer.

## COLUMBUS LANDSCAPERS ELECT.

The annual dinner meeting of the Columbus Landscape Association was held January 6 at the Charming hotel, Columbus, O. A delicious steak dinner was followed by adjournment to a special room, where the meeting was held with President L. C. Chadwick presiding. A report of the nominating committee, under the chairmanship of Carl Frye, read early in the meeting, consisted of a single list of candidates, and since there were no additional nominations from the floor, those on the list were declared unanimously elected. They consisted of president, Prof. L. C. Chadwick; vice-president, Starr Windsor; secretary, Howard Warwick, and treasurer, Bret Slemmons.

Following the committee reports, President Chadwick reviewed the past year's work of the association, which included the development of a code, two trips out of the city, cooperative buying of fertilizers, continuation of the yard and garden contest and an attempt to form a state landscape association, which at least resulted in the formation of two sectional groups.



# Plants That Will Thrive in Acid Soil

By L. C. Chadwick

Department of Horticulture, Ohio State University

It is of considerable importance to the commercial nurseryman and landscape gardener to know which plants prefer, or at least tolerate, acid soil conditions. To the grower the provision and maintenance of proper soil conditions are necessary if vigorous, healthy plants are to be produced. The landscape gardener is interested from the standpoint of the plant's giving complete satisfaction to the customer for a long period of time.

The actual influence of soil acidity is not clearly understood. Certain plants may seem to prefer acid soils for one or more reasons. In some cases, it may be the direct effect of the hydrogen ions on plant tissues; in others, it may be the influence of acidity upon the availability of various mineral elements, their movement into the plants and the subsequent reaction therein, and in still others, it may be the fact that certain species of plants are more tolerant to acid soils and have simply replaced the less tolerant types.

It is quite possible that the acid reaction of the soil alone is not the only reason why some plants are found growing natively in acid soils. The factors of adequate humus, moisture and good aeration are in many cases of equal importance.

## Sources of Lists.

An attempt has been made in this paper to prepare a list of herbaceous and woody plants which prefer, or at least tolerate, acid soils. The list is not intended to be exhaustive, but is meant to be a working list for nurserymen and landscape gardeners. Since little experimental work has been done along this line, few so-called acid soil plants have been determined by actual experimentation. The accompanying lists of acid soil loving or acid soil tolerant plants are compiled as a result of actual observations, soil tests and experiment on the part of the writer and also from a review of the literature. Some of these records are the results of soil tests where the plants have been found growing natively.

For the most part where these plants are to be used in natural alkaline soils, treatments to increase the acidity should be made. The soil should be well drained, supplied with ample quantities of humus, such as peat moss or oak leaves, and given sufficient moisture. The addition of aluminum sulphate or sulphur at the rate of about five pounds per hundred square feet, depending upon the natural reaction of the soil, will tend to provide an acid condition. Soil tests to determine the actual requirements of the soil should be made previous to the applications of acidifying materials.

## WOODY PLANTS.

*Abies*, various, fir.  
*Acer pennsylvanicum*, striped maple.  
*Acer spicatum*, mountain maple.  
*Amelanchier arbutifolia*.  
*Andromeda glaucophylla*, downy bog rosemary.  
*Andromeda polifolia*, bog rosemary.  
*Arctostaphylos nevadensis*.  
*Arctostaphylos Uva-Ursi*, bearberry.  
*Aronia arbutifolia*, red chokeberry.

*Aronia melanocarpa*, black chokeberry.  
*Azalea*, various, azalea.  
*Betula glandulosa*.  
*Betula lenta*, sweet birch.  
*Calluna vulgaris*, heather.  
*Castanea dentata*, American chestnut.  
*Ceanothus americanus*, Jersey tea.  
*Ceanothus prostratus*, mahala.  
*Chamaecyparis obtusa*, Hinoki cypress.  
*Chamaedaphne calyculata*, leatherleaf.  
*Chimaphila maculata*, striped pipeisewea.  
*Chimaphila umbellata*, common pipeisewea.  
*Chionanthus virginica*, white fringe tree.  
*Clethra acuminata*, cinnamon clethra.  
*Clethra alnifolia*, summer sweet.  
*Comptonia asplenifolia*, sweet fern.  
*Cornus canadensis*, bunchberry.  
*Cornus florida*, flowering dogwood.  
*Cytisus scoparius*, Scotch broom.  
*Daphne Mezereum*, February daphne.  
*Enkianthus campanulatus*, red-veined enkianthus.  
*Enkianthus subsealis*, Nikko enkianthus.  
*Epigaea repens*, trailing arbutus.  
*Erica*, various, heath.  
*Gaultheria procumbens*, wintergreen.  
*Garrya*, *Garrya*, box huckleberry.  
*Halesia tetraptera*, great silverbell.  
*Holodiscus discolor*, rock spirea.  
*Ilex Cassine*, dahoon.  
*Ilex glabra*, inkberry.  
*Ilex opaca*, American holly.  
*Ilex verticillata*, common winterberry.  
*Itea virginica*, sweetpire.  
*Jamesia americana*.  
*Kalmia angustifolia*, lambkill.  
*Kalmia latifolia*, mountain laurel.  
*Kalmia polifolia*, bog kalmia.  
*Ledum grandidentatum*, true Labrador tea.  
*Leptophyllum buxifolium*, box sand myrtle.  
*Leucothoe Catebaei*, drooping leucothoe.  
*Lyonia leucomela*, he-huckleberry.  
*Magnolia acuminata*, cucumber tree.  
*Magnolia glauca*, sweet bay.  
*Magnolia macrophylla*, large-leaved magnolia.  
*Magnolia stellata*, star magnolia.  
*Magnolia tripetala*, umbrella magnolia.  
*Menziesia pilosa*, Allegheny menziesia.  
*Mitchella repens*, partridge berry.  
*Myrica carolinensis*, northern bayberry.  
*Myrica cerifera*, southern wax myrtle.  
*Nemopanthus mucronatus*, mountain holly.  
*Oxydendrum arboreum*, sourwood.  
*Pachistima Canbyi*, Canby pachistima.  
*Picea*, various, spruce.  
*Pieris floribunda*, mountain andromeda.  
*Pieris japonica*, Japanese andromeda.  
*Pinus*, various, pine.  
*Potentilla tridentata*, wine-leaved cinquefoil.  
*Pyrola elliptica*, shinleaf.  
*Quercus ilicifolia*, scrub oak.  
*Quercus Phellos*, willow oak.  
*Rhododendron*, various, rhododendron.  
*Rhodora canadensis*, rhodora.  
*Rhus copallina*, shinleaf sumac.  
*Rhus glabra*, smooth sumac.  
*Rhus typhina*, staghorn sumac.  
*Rubus canadensis*, thornless blackberry.  
*Rubus hispidus*, swamp dewberry.  
*Sorbus americana*, American mountain ash.  
*Styrax americana*, American snowball.  
*Styrax japonica*, Japanese snowball.  
*Symplocos paniculata*, Asiatic sweetleaf.  
*Taxus canadensis*, Canada yew.  
*Tsuga canadensis*, Canada hemlock.  
*Tsuga caroliniana*, Carolina hemlock.  
*Ulex europaeus*, common gorse.  
*Vaccinium corymbosum*, highbush blueberry.  
*Vaccinium macrocarpum*, cranberry.  
*Vaccinium Oxycoccus*, small cranberry.  
*Vaccinium pennsylvanicum*, lowbush blueberry.  
*Vaccinium stamineum*, deerberry.  
*Vaccinium vacillans*, dryland blueberry.  
*Vaccinium Vitis-Idaea*, cowberry.  
*Viburnum alnifolium*, hobblebush.  
*Viburnum cassinoides*, withe-rod.  
*Viburnum nudum*, smooth withe-rod.  
*Zanthorhiza aptifolia*, yellowroot.  
*Zenobia pulverulenta*, dusty senobia.

## HERBACEOUS PERENNIALS.

(Including a Few Bulbous Plants and Ferns.)

*Aconitum autumnale*, autumn monkshood.  
*Aconitum Fischeri*, azure monkshood.  
*Aconitum Napellus*, aconite.  
*Aletia farinosa*, star grass.  
*Anemone canadensis*, meadow anemone.  
*Anemone patens*, spreading anemone.  
*Antennaria dioica*, common pussytoes.  
*Aquilegia canadensis*, Colorado columbine.  
*Arethusa bulbosa*, arethusa.  
*Asarum virginica*, heart-leaved wild ginger.  
*Asclepias tuberosa*, butterfly weed.  
*Aster ericoides*, heath aster.  
*Aster levis*, smooth aster.  
*Aster undulatus*, wave aster.  
*Baptisia tinctoria*, yellow wild indigo.  
*Boltonia asteroides*, white boltonia.  
*Calla palustris*, wild calla.  
*Callirhoe involucrata*, low poppy-mallow.  
*Calopogon pulchellus*, grass-pink orchid.  
*Caltha palustris*, marsh pink.

*Calypso bulbosa*, calypso.  
*Chelone Lyoni*, pink turtlehead.  
*Chrysopsis mariana*, Maryland golden aster.  
*Cimicifuga racemosa*, cohosh bugbane.  
*Clematis crispa*, curly clematis.  
*Clinantia borealis*, bluehead.  
*Clinantia uniflora*, quescup.  
*Convallaria majalis*, Lily of the valley.  
*Coptis trifolia*, goldthread.  
*Coreopsis lanceolata*, lance coreopsis.  
*Coreopsis rosea*, rose coreopsis.  
*Coreopsis verticillata*, thread-leaved coreopsis.  
*Cypripedium acaule*, pink lady's-slipper.  
*Cypripedium parviflorum*, small yellow lady's-slipper.  
*Dalibarda repens*, dalibarda.  
*Decodon verticillatus*, water willow.  
*Dicentra eximia*, fringed bleeding heart.  
*Dodecatheon Meadia*, common shooting star.  
*Drosera filiformis*, thread-leaved sundew.  
*Drosera longifolia*, narrow-leaved sundew.  
*Drosera rotundifolia*, round-leaved sundew.  
*Dryopteris spinulosa*, toothed wood fern.  
*Empetrum nigrum*, crowberry.  
*Erythronium grandiflorum*, glacier lily.  
*Erythronium Hendersonii*, Henderson's trout lily.  
*Erythronium montanum*, avalanche lily.  
*Erythronium revolutum*, mahogany trout lily.  
*Euphorbia corollata*, flowering spurge.  
*Galax aphylla*, galax.  
*Gallium boreale*, northern bedstraw.  
*Gentiana acaulis*, stemless gentian.  
*Gentiana Andrewii*, closed gentian.  
*Gentiana calycosa*.  
*Gentiana setosa*.  
*Habenaria bracteata*, satyr orchid.  
*Habenaria ciliaris*, yellow fringed orchid.  
*Habenaria Hookeri*, Hooker's orchid.  
*Helonias bulbata*, swamp pink.  
*Houstoniaerulea*, bluet.  
*Houstonia purpurea*, mountain houstonia.  
*Hydrastis canadensis*, goldenseal.  
*Hypoxis hirsuta*, gold-eyed grass.  
*Iris cristata*, crested iris.  
*Iris hexagona*, Dixie iris.  
*Iris prismatica*, cube-seeded iris.  
*Iris verna*, vernal iris.  
*Liatris scariosa*.  
*Liatris graminifolia*, grass-leaved gay-feather.  
*Lilium auratum*, gold-banded lily.  
*Lilium canadense*, Canada lily.  
*Lilium carolinianum*, Carolina lily.  
*Lilium Hansonii*, Hanson lily.  
*Lilium philadelphicum*, orange cup lily.  
*Lilium speciosum*, speciosum lily.  
*Lilium superbum*, American Turk's-cap lily.  
*Linnæa borealis*, twinflower.  
*Lobelia cardinalis*, cardinal flower.  
*Lycopodium complanatum*, ground cedar.  
*Lycopodium clavatum*, running pine.  
*Lycopodium obscurum*, ground pine.  
*Lycopodium palmatum*, Hartford fern.  
*Menyanthes trifoliata*, common bog bean.  
*Mertensia virginica*, Virginia bluebell.  
*Monarda didyma*, Oswego bee balm.  
*Osmunda cinnamomea*, cinnamon fern.  
*Osmunda regalis*, royal fern.  
*Oxalis Acetosella*, common wood sorrel.  
*Oxalis organa*.  
*Phlox amona*, amona phlox.  
*Phlox ovata*, mountain phlox.  
*Phlox stolonifera*, creeping phlox.  
*Phlox subulata*, moss phlox.  
*Pogonia ophioglossoides*, rose pogonia.  
*Polemonium reptans*, creeping polemonium.  
*Polygala paniculata*, fringed polygala.  
*Ranunculus repens*, creeping buttercup.  
*Sarracenia flava*, trumpet pitcher plant.  
*Sarracenia purpurea*, common pitcher plant.  
*Selaginella rupestris*, rock selaginella.  
*Shortia galacifolia*, Oconee-bella.  
*Silene acaulis*, moss campion.  
*Silene Hookeri*.  
*Silene pennsylvanica*, peat pink.  
*Solidago odora*, fragrant goldenrod.  
*Solidago nemoralis*, Oldfield goldenrod.  
*Stenanthium robustum*, featherfence.  
*Streptopus roseus*, rose twisted-stalk.  
*Tiarella cordifolia*, Allegheny foamflower.  
*Trillium nivale*, dwarf trillium.  
*Trillium sessile*, toad trillium.  
*Trillium undulatum*, painted trillium.  
*Trollius europaeus*, common globeflower.  
*Trollius Ledebouri*, Ledebour globeflower.  
*Utricularia sessilifolia*, little merrybells.  
*Valeriana officinalis*, common valerian.  
*Veratrum viride*, American false hellebore.  
*Vernonia noveboracensis*, common ironweed.  
*Viola blanda*, sweet white violet.  
*Viola pedata*, bird's-foot violet.  
*Woodia ilvensis*, rusty woodia.  
*Woodwardia virginica*, Virginia chain fern.  
*Yucca filamentosa*, common yucca.

ANTONE TRIGEIRO, Sebastopol, Cal., has opened a nursery at 501 Mendocino avenue, Santa Rosa, Cal. Mr. Trigeiro has had several years' experience as a landscape gardener in the peninsula area.







**MARKETING AGREEMENT  
AND  
SUPPLEMENTARY CODE  
OF FAIR COMPETITION  
FOR NURSERYMEN  
WITH PROPOSED OPEN PRICE CLAUSE**

**Submitted by  
NURSERYMEN'S  
NATIONAL PLANNING COMMITTEE**

# Nurserymen's Marketing Agreement

Final Draft of National Marketing Agreement  
Submitted to Trade by Planning Committee

## ARTICLE I.

### PURPOSES.

The parties to this agreement are producers, distributors and/or planters of nursery stock and the Secretary of Agriculture of the United States.

Whereas, it is the declared policy of Congress as set forth in section 2 of the Agricultural Adjustment Act, approved May 12, 1933, as amended

(a) To establish and maintain such balance between the production and consumption of agricultural commodities and such marketing conditions therefor, as will reestablish prices to farmers at a level that will give agricultural commodities a purchasing power with respect to articles that farmers buy, equivalent to the purchasing power of agricultural commodities except tobacco during the pre-war period, August, 1909, to July, 1914, and in the case of tobacco, the base period being the post-war period, August, 1919, to July, 1929;

(b) To approach such equality of purchasing power by gradual correction of the present inequalities therein at as rapid a rate as is deemed feasible in view of the current consumptive demand in domestic and foreign markets; and

(c) To protect the consumers' interest by readjusting farm production at such level as will not increase the percentage of the consumers' retail expenditures for agricultural commodities, or products derived therefrom, which is returned to the farmer, above the percentage which was returned to the farmer in the pre-war period, August, 1909, to July, 1914;—

And—

Whereas, pursuant to the Agricultural Adjustment Act, the parties hereto, for the purpose of correcting conditions now obtaining in the production of nursery stock in the United States and the distribution thereof, and to effectuate the declared policy of the act, desire to enter into a marketing agreement under the provisions of section 8 (2) of the act;

Now, therefore, the parties hereto agree as follows:

## ARTICLE II.

### DEFINITIONS.

SECTION 1. As used in this agreement:

(a) The term "Secretary" means the Secretary of Agriculture of the United States.

(b) The term "act" means the Agricultural Adjustment Act, approved May 12, 1933, as amended.

(c) The term "person" means any individual, partnership, corporation, association and any other business unit.

(d) The term "nursery stock" means trees, shrubs, vines, woody plants and herbaceous perennials in all stages of growth, when grown or distributed for sale or use, either for ornamental, shade, fruit, reforestation, erosion control or roadside improvement purposes.

Presented herewith is the final draft of the national marketing agreement for nurserymen submitted to the nursery trade by the Nurserymen's National Planning Committee. On following pages appear the final draft of a code of fair competition and a proposed clause on open prices.

These documents represent the best efforts of the Nurserymen's National Planning Committee, the members of which realize they are lacking many items which sectional groups would like to see included in an agreement and code, but they think it unwise to incorporate anything that could not be applicable to all regions alike; they think that to a master or common code or agreement might be added those features which are peculiar to various sections.

The open price clause has not been included in either the marketing agreement or code, but will be if the consensus of the trade seems to warrant it. An explanatory article on the open price clause also appears on a following page.

(e) The term "nurseryman" means any person who operates a nursery, and any subsidiary, affiliate, agency, or operating or selling organization owned or controlled by any such person.

(f) The term "nursery" means any land, including improvements or equipment which is used for the commercial production and handling of nursery stock.

(g) The term "books and records" means any books, records, accounts, contracts, documents, memoranda, papers, correspondence or other written data pertaining to the business of the person in question.

(h) The term "subsidiary" means any person, or over whom, the contracting person has either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

(i) The term "affiliate" means any person who has either directly, or indirectly, actual or legal control of or over a contracting person, whether by stock ownership or in any other manner.

## ARTICLE III.

### PARTICIPATION.

SECTION 1. This agreement is approved and subscribed to by a majority of those engaged in the nursery business by acreage volume which, however, imposes no unequal restrictions on other individuals, nursery firms or trade groups which may hereafter desire to subscribe to it and assume their respective share of the responsibility for its enactment and operation.

SECTION 2. This agreement shall apply to and govern the practices of each of the signatories hereto.

SECTION 3. This agreement shall become binding on and shall apply to and govern the practices of all growers, distributors and planters of nursery stock within the United States as soon as sixty per cent of the same (by acreage volume) shall have voluntarily affixed their signatures hereto.

## ARTICLE IV.

### PRODUCTION.

SECTION 1. During the fall of 1933 and spring of 1934 (combined), each nurseryman, according to his individual judgment as to variety, shall propagate and plant at least twenty-five per cent less plants than the average of his yearly plantings in the fall and spring seasons of the years 1930 and 1931, 1931 and 1932, and 1932 and 1933. Curtailment of production and planting thereafter, if any, shall be subject to determination by the Nurserymen's National Planning Committee in the light of statistics of production and distribution furnished as herein provided.

## ARTICLE V.

### REPORTS.

SECTION 1. The nurserymen shall severally, from time to time, upon the request of the Secretary, furnish him such information, on and in accordance with forms of reports to be supplied by him, as may be necessary for the purposes of (1) assisting the Secretary in the furtherance of his powers and duties with respect to this agreement, and/or (2) enabling the Secretary to ascertain and determine the extent to which the declared policy of the act and the purposes of this agreement will be effectuated, such reports to be verified under oath.

SECTION 2. The nurserymen also severally agree that, for the same purposes and/or to enable the Secretary to verify the information furnished him on said forms of report, all their books and records, and the books and records of their affiliates and subsidiaries, shall during the usual hours of business be subject to the examination of the Secretary.

SECTION 3. Nurserymen shall severally keep books and records which will clearly reflect all financial transactions of their respective businesses and the financial condition thereof, and

shall see to it that their respective affiliates keep such records.

SECTION 4. All information furnished the Secretary pursuant to this Article shall remain confidential in accordance with the applicable General Regulations, Agricultural Adjustment Administration, provided however, that the nurserymen also severally agree that general summaries of statistics of production may be prepared and published from time to time and shall be available in the form of totals prior to publication, to the Nurserymen's National Planning Committee for the purposes set forth in article IV.

## ARTICLE VI.

### MARKETING REGULATIONS.

SECTION 1. Grade standards. The grade standards adopted by the American Association of Nurserymen at its annual conventions of 1923, 1928, 1930 and 1931, and also the standards of the collectors' division of the industry, set forth in exhibit A, which is attached hereto and made a part hereof, shall be adhered to in the description and sale of nursery stock.

SECTION 2. Disclosures. Plant material other than that grown in nursery rows for at least two full growing seasons, shall be described so as accurately to disclose its nature, source or origin, (for example; "collected," "wilding," "greenhouse bench grown," "lining-out stock," "seedlings," etc.).

SECTION 3. Nomenclature. "Standardized Plant Names—A Catalogue of Approved Scientific and Common Names of Plants in American Commerce," published by the American Joint Committee on Horticultural Nomenclature, 1923, is hereby adopted, and such standardized plant names shall be adhered to and used in the description and sale of nursery stock.

SECTION 4. Maximum credit terms—Datings.

(a) Terms of sale shall appear conspicuously on all published price lists, special quotations, acknowledgements of orders and invoices.

(b) Wholesale terms of sale shall not exceed sixty days net, or more than a cash discount of two per cent for payment within ten days from date of invoice and shipment, or one per cent thirty days.

Payment shall be defined as payment by cash or current check.

Invoices covering stock shipped in late fall or winter months for spring use may be dated not later than the April 1 following.

(c) The maximum retail terms of sale shall be thirty days net, with a cash discount of two per cent for payment within ten days from date of invoice and shipment.

(d) Interest at the rate of six per cent per annum on all accounts (wholesale and retail) from date of maturity.

(e) Delinquent accounts. Where credit is extended for a longer period than the maximum herein designated on a transaction entered into after the effective date of this agreement, no further sales can be made on credit.

## ARTICLE VII.

### UNFAIR METHODS OF COMPETITION.

A. The following practices constitute unfair methods of competition:

SECTION 1. False advertising. To

use advertising (whether printed, radio, display or of any other nature) or other representation which is inaccurate in any material particular or in any way misrepresents nursery stock (including its use, trade-mark, grade, quality, quantity, origin, character, variety, size or method of propagating or growing), or credit terms, values, policies, services, or the nature or form of the business conducted.

SECTION 2. Misbranding. To sell or otherwise introduce into commerce any nursery stock that is misbranded. Nursery stock shall be deemed to be misbranded if it is labeled, branded, marked or packed in any manner which tends to mislead or deceive purchasers with respect to its use, trade-mark, grade, quality, quantity, origin, character, variety, size or method of propagating or growing.

SECTION 3. Commercial bribery. To give, permit to be given, or offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent, or representative of another in relation to the business of the employer of such employee or the principal of such agent without the knowledge of such employer or principal.

SECTION 4. Consignment selling. Directly or indirectly to send out or sell nursery stock on consignment. Guaranteed sales or the establishment of credit balances in lieu of consignments shall be considered an evasion and a violation of this Section.

SECTION 5. Auctions. To auction nursery stock, or to send such stock, directly or indirectly, to or for public auction.

SECTION 6. Products of institutions, etc. To sell or handle, directly or indirectly, competitive nursery stock produced by any tax-supported or tax-exempt body, institution or organization (such as public departments, parks, etc.).

SECTION 7. False invoicing. To withhold from or insert in any quotation or invoice any statement that makes it inaccurate in any material particular.

SECTION 8. Inaccurate references to competitors, etc. To use advertising or other representation which refers inaccurately in any material particular to any competitors or their commodities, prices, values, credit, terms, policies or services.

SECTION 9. Interference with another's contracts. To attempt to induce the breach of an existing contract between a competitor and his employee or customer or source of supply; and to interfere with or obstruct the performance of such contractual duties or services. (Nothing herein shall qualify section 7 (a) of the National Industrial Recovery Act or obstruct the free exercise of the rights of collective bargaining therein guaranteed.)

B. Regulations for the purposes of this article shall be prescribed by the Secretary only after due notice and opportunity for hearing to members of the industry and other interested persons.

## ARTICLE VIII.

### SUPERVISORY BODY.

SECTION 1. Members. The administration of this marketing agreement and supplementary code, for and in behalf of the nursery industry shall be

under the direction of the Nurserymen's National Planning Committee or its successor, said successor committee of six members to be elected by the executive committees of six regional associations or groups hereinafter provided for; and one (1) member in addition thereto appointed by the Secretary, to serve without expense to the industry for ..... months from the date of their appointment.

SECTION 2. Powers and duties. The said Nurserymen's National Planning Committee or its successor, shall be empowered:

(a) Subject to the approval of the Secretary, to make rules and regulations for the administration and enforcement of the provisions of this agreement;

(b) To promulgate the provisions of this agreement and all rules, regulations and interpretations issued thereunder;

(c) To investigate reported violations, either upon its own initiative or upon formal complaint;

(d) To require reports or other information necessary to administer or to determine compliance with or violation of this agreement;

(e) To adjust violations;

(f) To bring to the attention of the Secretary for prosecution, information and recommendations relative to unadjusted violations;

(g) To initiate, consider or make recommendations for the modification or amendment of this agreement;

(h) To hear and determine appeals from the regional executive committees, subject to review by the Secretary;

(i) To adopt by-laws and rules and regulations for its procedure subject to the approval of the Secretary;

(j) To determine the amount of such funds as may be required for the administration of this agreement by the Nurserymen's National Planning Committee, and to determine and assess the proportionate share to be collected by each regional association or group from the members of the industry in such regions, such assessments to be determined by the Nurserymen's National Planning Committee subject to review by the Secretary, on the basis of volume of business and/or such other factors as may be deemed equitable;

(k) And generally all such other powers and duties as may be necessary or appropriate to enable it fully to administer this agreement and effectuate its purposes;

(l) To delegate all necessary power and authority for the administration and enforcement of this agreement to regional executive committees or groups or agencies appointed by them; provided, however, that the Nurserymen's National Planning Committee shall reserve the power and duty to interpret and issue interpretations of this agreement to the end that no inequitable restrictions shall be imposed on, or undue privileges granted to the members of any region, and that uniformity of action in various regions shall at all times be assured.

SECTION 3. Regional groups. The members of the nursery industry shall be divided into six regions as follows:

EASTERN REGION: Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, including District of Columbia; West Virginia, Pennsylvania and Ohio.



**CENTRAL REGION:** Indiana, Michigan, Wisconsin, Minnesota, Illinois, Missouri, Iowa, Nebraska, Kansas, North Dakota and South Dakota.

**SOUTHERN REGION:** North Carolina, South Carolina, Georgia, Alabama, Florida, Mississippi, Tennessee, Kentucky and Virginia.

**SOUTHWESTERN REGION:** Louisiana, Texas, Oklahoma and Arkansas.

**MOUNTAIN REGION:** Arizona, Nevada, Utah, New Mexico, Idaho, Montana, Wyoming and Colorado.

**PACIFIC REGION:** California, Oregon and Washington.

**SECTION 4.** Regional executive committees—Members. Members of regional executive committees shall be elected by the state nurserymen's associations in each region (or, in states where there are no such associations, by the nurserymen of that state) on the basis of the following representation: One member from each state in the region for each one million dollars (or fraction thereof) of labor pay roll in that state, according to the figures in the Fifteenth Census of the United States, Horticultural Division. One member of the Nurserymen's National Planning Committee appointed by the Secretary shall be ex officio a member of one or more regional executive committees.

**SECTION 5.** Powers and duties. The regional executive committees shall have and exercise all the powers and duties in connection with the administration of this agreement that may be delegated to them by the Nurserymen's National Planning Committee as above provided, and do all things necessary and appropriate for the proper administration of this agreement in their respective regions not inconsistent with the powers so delegated; and to that end may appoint regional administrative committees as hereinafter provided to assist in the administration of this agreement as they may be required by the said regional executive committees.

**SECTION 6.** Regional administrative committee. A regional administrative committee of five members who may or may not be members of regional executive committees shall be appointed by each such executive committee. Their duties shall be:

(a) To assist in the administration of this agreement as they may be required by the regional executive committee;

(b) To serve as liaison between the region and the Nurserymen's National Planning Committee.

**SECTION 7.** Nonliability for official acts. Nothing contained in this agreement shall constitute the members of the Nurserymen's National Planning Committee, the regional executive committees or the regional administrative committees partners for any purpose. Nor shall any member of any such committee be liable in any manner to anyone for any act of any other member, officer, agent or employee of any such committee exercising reasonable diligence in the conduct of his duties hereunder, nor be liable to anyone for any action or omission to act under this agreement except for his own willful misfeasance or nonfeasance.

#### ARTICLE IX.

##### LICENSING.

**SECTION 1.** The contracting producers, distributors and/or planters of

nursery stock hereby apply for and consent to licensing by the Secretary, subject to the applicable General Regulations, Agricultural Adjustment Administration.

#### ARTICLE X.

##### EFFECTIVE TIME.

**SECTION 1.** This agreement shall become effective at such time as the Secretary may declare above his signature attached hereto, and this agreement shall continue in force until terminated as follows:

(a) The Secretary may at any time terminate this agreement as to all parties thereto by giving at least one day's notice by means of a press release or in any other manner which the Secretary may determine.

(b) The Secretary may at any time terminate this agreement as to any party signatory thereto, by giving at least one day's notice, by depositing the same in the mail and addressed to such party at his last known address.

(c) The Secretary shall terminate this agreement upon the request of sixty per cent of the contracting nurserymen, such percentage to be measured by the volume of nursery stock marketed or distributed, respectively, by giving notice in the same manner as provided in paragraph (a) above.

(d) This agreement shall in any event terminate whenever the provisions of the act authorizing it cease to be in effect.

#### ARTICLE XI.

##### DURATION OF IMMUNITIES.

**SECTION 1.** The benefits, privileges, and immunities conferred by virtue of this agreement shall cease upon its termination, except with respect to acts done prior thereto; and the benefits, privileges and immunities conferred by this agreement upon any party signatory hereto shall cease upon its termination as to such party except with respect to acts done prior thereto.

#### ARTICLE XII.

##### COUNTERPARTS.

**SECTION 1.** This agreement may be executed in multiple counterparts, which when signed by the Secretary shall constitute, when taken together, one and the same instrument as if all such signatures were contained in one original.

#### ARTICLE XIII.

##### ADDITIONAL PARTIES.

**SECTION 1.** After this agreement takes effect any association of nurserymen or any nurseryman may become a party to this agreement, if a counterpart thereof is executed by him and by the Secretary and provided that such new contracting parties sustain their reasonable share of the expenses of the administration of this agreement, such reasonable share to be determined by the Nurserymen's National Planning Committee, subject to review by the Secretary, on the basis of volume of business and/or such other factors as may be deemed equitable. This agreement shall take effect as to such new contracting party at such time as the Secretary may declare above his signature attached to such counterpart, and the benefits, privileges, and immunities

conferred by this agreement shall then be effective as to such new contracting party.

#### ARTICLE XIV.

##### AGENTS.

**SECTION 1.** The Secretary may by a designation in writing, name any person, including any officer or employee of the government, to act as his agent in connection with any of the provisions of this agreement.

#### ARTICLE XV.

##### SIGNATURES OF PARTIES.

In witness whereof the contracting parties, acting under the provisions of the Agricultural Adjustment Act, for the purposes and subject to the limitations herein contained, and not otherwise, have hereunto set their respective hands and seals.

Whereas, it is provided by section 8 of the act as follows: In order to effectuate the declared policy, the Secretary of Agriculture shall have power to enter into marketing agreements with processors, associations of producers, and others engaged in the handling in the current of interstate or foreign commerce of any agricultural commodity or product thereof, after due notice and opportunity for hearing to interested. The making of any such agreement shall not be held to be in violation of any of the anti-trust laws of the United States, and any such agreement shall be deemed to be lawful; provided, that no such agreement shall remain in force after the termination of this act;

And—

Whereas, due notice and opportunity for hearing has been given pursuant to the provisions of the act, and the regulations issued thereunder; and

Whereas, the Secretary finds (1) that the contracting nurserymen are engaged in the handling of nursery stock in the current of interstate commerce; and (2) that the conditions existing in the marketing and distribution of nursery stock in intrastate commerce burden the marketing and distribution of nursery stock in interstate commerce; and (3) that the marketing and distribution of nursery stock in intrastate commerce is inextricably intermingled with its marketing and distribution in interstate commerce; and

Whereas, it appears, after due consideration, that this agreement will tend to effectuate the policy of Congress declared in Section 2 of the act, as hereinbefore in this agreement set forth:

Now, therefore, I, Henry A. Wallace, Secretary of Agriculture, acting under the provisions of the Agricultural Adjustment Act, for the purposes and with the limitations therein contained, and not otherwise, do hereby execute this agreement under my hand and official seal of the Department of Agriculture, in the city of Washington, D. C., on this..... day of....., and pursuant to the provisions hereof declare this agreement to be effective on and after..... Eastern Standard time, .....

Secretary of Agriculture.

(SEAL)

# Code of Fair Competition

## Text of Supplementary Code of Fair Competition

Submitted for Consideration of Trade by N. P. C.

### ARTICLE I.

#### PURPOSES.

Whereas, it is the declared policy of Congress as set forth in section 1 of title I of the National Industrial Recovery Act:

To remove obstructions to the free flow of interstate and foreign commerce which tend to diminish the amount thereof; and to provide for the general welfare by promoting the organization of industry for the purpose of cooperative action among trade groups, to induce and maintain united action of labor and management under adequate governmental sanctions and supervision, to eliminate unfair competitive practices, to promote the fullest possible utilization of the present productive capacity of industries, to avoid undue restriction of production (except as may be temporarily required), to increase the consumption of industrial and agricultural products by increasing purchasing power, to reduce and relieve unemployment, to improve standards of labor, and otherwise to rehabilitate industry and to conserve natural resources;

Now, therefore, to effectuate such policy the following provisions are established as a code of fair competition for nurserymen, and upon approval by the President, shall be the standards of fair competition for such industry and shall be binding upon every member thereof.

### ARTICLE II.

#### DEFINITIONS.

SECTION 1. As used in this code,

(a) The term "President" means the President of the United States.

(b) The term "Secretary" means the Secretary of Agriculture of the United States.

(c) The term "National Recovery Administrator" means the duly designated representative of the President to administer such functions and powers under title I of the National Industrial Recovery Act as are not delegated to the Secretary by executive order.

(d) The term "act" means title I of the National Industrial Recovery Act, approved June 16, 1933.

(e) The term "person" means any individual, partnership, corporation, association and any other business unit.

(f) The term "nursery industry" includes the propagation, planting, growing, transporting, transplanting, selling and/or distributing at wholesale and/or retail of nursery stock.

(g) The term "employee" means any person engaged in the industry in any capacity (except agricultural workers and salesmen employed on a commission basis) receiving compensation, irrespective of the nature or method of payment of such compensation.

(h) The term "employer" means any person by whom any such employee is compensated or employed.

(i) The term "member of the industry" means any person engaged in the industry, either as an employer or on his own behalf.

(j) The term "state" includes territory and the District of Columbia.

(k) The term "books and records" means any books, records, accounts, contracts, documents, memoranda, papers, correspondence or other written data pertaining to the business of the person in question.

(l) The term "subsidiary" means any person, of or over whom, a member of the industry has, either directly or indirectly, actual or legal control, whether by stock ownership or in any other manner.

(m) The term "affiliate" means any person who has, either directly or indirectly, actual or legal control of or over a member of the industry, whether by stock ownership or in any other manner.

(n) The term "nursery stock" means trees, shrubs, vines, woody plants, and herbaceous perennials in all stages of growth, when grown or distributed for sale or use, either for ornamental, shade, fruit, reforestation, erosion control or roadside improvement purposes.

(o) The term "nurseryman" means any person who operates a nursery, and any affiliate or subsidiary agency, or operating or selling organization owned or controlled by any such person.

(p) The term "nursery" means any land, including improvements or equipment which is used for the commercial production and handling of nursery stock.

(q) The term "agricultural workers" are those employed by nursery farmers when they are engaged in growing and preparing for sale the products of the soil; also all labor used in growing and preparing perishable agricultural commodities for market in original perishable fresh form. When workers are employed in processing farm products or preparing them for market beyond the stage customarily performed on the farm, such workers are not to be deemed agricultural workers.

### ARTICLE III.

#### HOURS.

SECTION 1. No employee engaged in nonagricultural labor shall be permitted to work in excess of forty hours per week or ten hours in any 24-hour period, provided, however,

(a) That during the planting, digging and shipping seasons employees may be permitted to work for a period not to exceed six weeks in each season on a 48-hour per week schedule. The 6-week periods differ in various regions on account of different climatic conditions.

(b) That the maximum hours above set forth shall not apply

(1) To watchmen, janitors or other caretakers, who shall be permitted to work sixty hours per week;

(2) To outside salesmen and/or salesmen compensated on a commission basis;

(3) To employees performing managerial, executive, supervisory, technical, or other duties who receive \$35 per week or more; nor

(4) To engineers or firemen who shall be permitted to work forty-four hours per week.

(c) That the above limitations shall apply to employees engaged in landscape planting and/or construction, while on the premises under improvement; time, if any, spent in travel being excluded.

### ARTICLE IV.

#### WAGES.

SECTION 1. (a) No office employee shall be paid at less than the rate of \$14 per week.

(b) No watchman shall be paid at less than the rate of \$15 per week.

(c) No common labor on landscape planting and/or construction shall be paid less than 30 cents per hour in the eastern, central, pacific or mountain regions, nor less than 25 cents per hour in the southern or southwestern regions.

(d) No nonagricultural employees other than those above specifically provided for shall be paid at less than the rate of 35 cents per hour.

SECTION 2. This section establishes a minimum rate of pay, regardless of whether an employee is compensated on a time rate, piecework, or other basis.

SECTION 3. Equitable adjustments of wage rates shall be made in the case of those nonagricultural employees now receiving more than the minimum, in order to maintain fair differentials now existing between employees.

SECTION 4. Female employees per-

forming substantially the same work as male employees shall receive the same rates of pay as male employees.

SECTION 5. The provisions of section 1 shall not apply to any nonagricultural employee partially incapacitated through age or otherwise who has served not less than five years in the continuous employment of the employer, provided the number so excepted shall not exceed five per cent of the total nonagricultural employees of the employer, and provided that each employer may have at least one such employee, and provided further that the minimum wage paid to such employee shall not be less than 30 cents per hour for the number of hours (not exceeding the maximum provided by article III) that such employee may be able to work.

### ARTICLE V.

#### GENERAL LABOR PROVISIONS.

SECTION 1. No individual under 16 years of age shall be employed in nonagricultural labor, nor anyone under 18 years of age at operations or occupations hazardous in nature or detrimental to health. The supervisory body for the industry shall submit to the National Recovery Administrator before a list of such occupations. In any state an employer shall be deemed to have complied with this provision if he shall have on file a certificate or permit duly issued by the authority in such state empowered to issue employment or age certificates or permits, showing that the employee is of the required age.

SECTION 2. Employees shall have the right to organize and bargain collectively through representatives of their own choosing, and shall be free from the interference, restraint, or coercion of employers of labor, or their agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of collective bargaining or other mutual aid or protection.

SECTION 3. No employee and no one seeking employment shall be required as a condition of employment to join any company union or to refrain from joining, organizing or assisting a labor organization of his own choosing.

SECTION 4. Employers shall comply with the maximum hours of labor, minimum rates of pay, and other conditions of employment, approved or prescribed by the President.

SECTION 5. Within each state this code shall not supersede any laws of such state imposing more stringent requirements on employers regulating the age of employees, wages, hours of work, or health, fire or general working conditions than under this code.

SECTION 6. Employers shall not reclassify employees or duties of occupations performed by employees so as to defeat the purposes of this code.

SECTION 7. Each employer shall post

in conspicuous places full copies of the code.

## ARTICLE VI.

### MARKETING REGULATIONS.

**SECTION 1.** Grade standards. The grade standards adopted by the American Association of Nurserymen at its annual conventions of 1922, 1923, 1930 and 1931, and also the standards of the collectors' division of the industry, set forth in exhibit A which is attached hereto and made a part hereof, shall be adhered to in the description and sale of nursery stock.

**SECTION 2.** Disclosures. Plant material other than that grown in nursery rows for at least two full growing seasons, shall be described so as accurately to disclose its nature, source or origin, (for example: "collected," "wilding," "greenhouse bench grown," "lining-out stock," "seedlings," etc.).

**SECTION 3.** Nomenclature. "Standardized Plant Names—A Catalogue of Approved Scientific and Common Names of Plants in American Commerce," published by the American Joint Committee on Horticultural Nomenclature, 1923, is hereby adopted, and such standardized plant names shall be adhered to and used in the description and sale of nursery stock.

**SECTION 4.** Maximum credit terms.

(a) Terms of sale shall appear conspicuously on all published price lists, special quotations, acknowledgements or orders and invoices.

(b) Wholesale terms of sale shall not exceed sixty days net, or more than a cash discount of two per cent for payment within ten days from date of invoice and shipment, or one per cent thirty days.

Payment shall be defined as payment by cash or current check.

Invoices covering stock shipped in late fall or winter months for spring use may be dated not later than the April 1 following.

(c) The maximum retail terms of sale shall be thirty days net, with a cash discount of two per cent for payment within ten days from date of invoice and shipment.

(d) Interest at the rate of six per cent per annum shall be charged on all accounts (wholesale and retail) from date of maturity.

(e) Delinquent accounts, where credit is extended for a longer period than the maximum herein designated on a transaction entered into after the effective date of this agreement, no further sales can be made on credit.

## ARTICLE VII.

### UNFAIR METHODS OF COMPETITION.

A. The following practices constitute unfair methods of competition:

**SECTION 1.** False advertising. To use advertising (whether printed, radio, display or of any other nature) or other representation which is inaccurate in any material particular or in any way misrepresents nursery stock (including its use, trade-mark, grade, quality, quantity, origin, character, variety, size or method of propagating or growing), or credit terms, values, policies, services, or the nature or form of the business conducted.

**SECTION 2.** Misbranding. To sell or otherwise introduce into commerce any nursery stock that is misbranded. Nursery stock shall be deemed to be misbranded if it is labeled, branded, marked or packed in any manner which tends to mislead or deceive purchasers with respect to its use, trade-mark, grade, quality, quantity, origin, character, variety, size or method of propagating or growing.

**SECTION 3.** Commercial bribery. To give, permit to be given, or offer to give, anything of value for the purpose of influencing or rewarding the action of any employee, agent, or representative of another in relation to the business of the employer of such employee or the principal of such agent without the knowledge of such employer or principal.

**SECTION 4.** Consignment selling. Directly or indirectly to send out or sell nursery stock on consignment. Guaranteed sales or the establishment of credit balances in lieu of consignments shall be considered an evasion and a violation of this Section.

**SECTION 5.** Auctions. To auction nursery stock, or to send such stock, directly or indirectly, to or for public auction.

**SECTION 6.** Products of institutions, etc. To sell or handle, directly or indirectly, competitive nursery stock produced by any tax-supported or tax-exempt body, institution or organization (such as public departments, parks, etc.).

**SECTION 7.** False invoicing. To withhold from or insert in any quotation or invoice any statement that makes it inaccurate in any material particular.

**SECTION 8.** Inaccurate references to competitors, etc. To use advertising or other representation which refers inaccurately in any material particular to any competitor or their commodities, prices, values, credit, terms, policies or services.

**SECTION 9.** Interference with another's contracts. To attempt to induce the breach of an existing contract between a competitor and his employee or customer or source of supply; and to interfere with or obstruct the performance of such contractual duties or services. (Nothing herein shall qualify section 7 (a) of the National Industrial Recovery Act or obstruct the free exercise of the rights of collective bargaining therein guaranteed.)

B. Regulations for the purpose of this article shall be prescribed by the Secretary only after due notice and opportunity for hearing to members of the industry and other interested persons.

## ARTICLE VIII.

### REPORTS.

**SECTION 1.** The members of the industry shall severally, from time to time, upon the request of the Secretary (or the Secretary or the National Recovery Administrator in case of information relating to hours of labor, rates of pay, or other conditions of employment) furnish such information, on and in accordance with forms of reports to be supplied, as may be deemed necessary for the purposes of (1) assisting in the furtherance of the powers and duties of the Secretary or the National Recovery Administrator with respect to this code and/or (2) enabling the Secretary or the National Recovery Administrator to ascertain and determine the extent to which the declared policy of the act and the purposes of this code will be effectuated, such reports to be verified under oath.

**SECTION 2.** The members of the industry shall severally permit, for the same purposes and/or to enable the Secretary or the National Recovery Administrator to verify the information furnished on said forms of reports, all their books and records and the books and records of their affiliates and subsidiaries, to be examined by the Secretary or the National Recovery Administrator during the usual hours of business.

**SECTION 3.** The members of the industry shall severally keep books and records which will clearly reflect all financial transactions of their respective businesses and the financial condition thereof, and shall see to it that their respective subsidiaries and affiliates keep such records.

**SECTION 4.** All information furnished the Secretary shall remain confidential in accordance with the applicable General Regulations. Agricultural Adjustment Administration: provided, however, that general summaries of statistics may be prepared and published from time to time and shall be available in the form of totals prior to publication, to the Nurserymen's National Planning Committee.

## ARTICLE IX.

### SUPERVISORY BODY.

**SECTION 1.** Members. The administration of this code, for and in behalf of the nursery industry shall be under the direction of the Nurserymen's National Planning Committee or its successor, said successor committee of six members to be elected by the executive committees of six regional associations or groups hereinafter provided for; and one member in addition thereto appointed by the Secretary and/or the National Recovery Administrator, to serve without expense to the industry for — months from the date of their appointment.

**SECTION 2.** Powers and duties. It shall be the duty of the said Nurserymen's National Planning Committee or its successor to use every reasonable effort to prevent violations of the requirements of this code and, if any violation continues, to report the violation to the Secretary or the National Recovery Administrator as may be appropriate; and to this end said Committee or its successor shall be empowered:

(a) Subject to the approval of the Secretary and/or the National Recovery Administrator, to make rules and regulations for the administration and enforcement of this code;

(b) To promulgate the provisions of this code and all rules, regulations and interpretations issued thereunder;

(c) To investigate reported violations, either upon its own initiative or upon formal complaint;

(d) To require reports or other information necessary to administer or to determine compliance with or violation of this code;

(e) To adjust violations;

(f) To bring to the attention of the Secretary or the National Recovery Administrator for prosecution, information and recommendations relative to unadjusted violations;

(g) To initiate, consider or make recommendations for the modification or amendment of this code;

(h) To hear and determine appeals from the regional executive committees, subject to review by the Secretary or the National Recovery Administrator;

(i) To adopt by-laws and rules and regulations for its procedure, subject to the approval of the Secretary and/or the National Recovery Administrator;

## AMERICAN NURSERYMAN

(j) To determine the amount of such funds as may be required for the administration of this code by the Nurserymen's National Planning Committee or its successor, and to determine and assess the proportionate share to be collected by each regional association or group from the members of the industry in such regions; such assessments to be determined by said committee subject to review by the Secretary, on the basis of volume of business and/or such other factors as may be deemed equitable;

(k) To delegate all necessary power and authority for the administration and enforcement of this code to regional executive committees or groups or agencies appointed by them; provided, however, that the Nurserymen's National Planning Committee shall reserve the power and duty to interpret and issue interpretations of this code to the end that no inequitable restrictions shall be imposed on, or undue privileges granted to the members of any region, and that uniformity of action in various regions shall at all times be assured;

(l) And generally all such other powers and duties as may be necessary or appropriate to enable it fully to administer this code and effectuate its purposes.

**SECTION 3.** Regional Groups. The members of the nursery industry shall be divided into six regions as follows:

**EASTERN REGION:** Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Delaware, Maryland, including District of Columbia; West Virginia, Pennsylvania and Ohio.

**CENTRAL REGION:** Indiana, Michigan, Wisconsin, Minnesota, Illinois, Missouri, Iowa, Nebraska, Kansas, North Dakota and South Dakota.

**SOUTHERN REGION:** North Carolina, South Carolina, Georgia, Alabama, Florida, Mississippi, Tennessee, Kentucky and Virginia.

**SOUTHWESTERN REGION:** Louisiana, Texas, Oklahoma and Arkansas.

**MOUNTAIN REGION:** Arizona, Nevada, Utah, New Mexico, Idaho, Montana, Wyoming and Colorado.

**PACIFIC REGION:** California, Oregon and Washington.

**SECTION 4.** Regional executive committees—Members. Members of regional executive committees shall be elected by the state nurserymen's associations in each region (or, in states where there are no such associations, by the nurserymen of that state) on the basis of the following representation: One member from each state in the region for each one million dollars (or fraction thereof) of labor pay roll in that state, according to the figures in the Fifteenth Census of the United States, Horticultural Division. One member of the Nurserymen's National Planning Committee appointed by the Secretary and/or the National Recovery Administrator shall be ex officio a member of one or more regional executive committees.

**SECTION 5.** Powers and duties. The regional executive committees shall have and exercise all the powers and duties in connection with the administration of this code that may be delegated to them by the Nurserymen's National Planning Committee as above provided, and do all things necessary and appropriate for the proper administration of this code in their respective regions, not inconsistent with the powers so delegated; and to that end may appoint regional administrative committees hereinafter provided to assist in the administration of this code as they may be required by the said regional executive committees.

**SECTION 6.** Regional administrative committees. A regional administrative committee of five members who may or may not be members of regional executive committees shall be appointed by each such executive committee. Their duties shall be:

(a) To assist in the administration of this code as they may be required by the regional executive committee;

(b) To serve as liaison between the region and the Nurserymen's Planning Committee.

**SECTION 7.** Nonliability for official acts. Nothing contained in this code shall constitute the members of the Nurserymen's National Planning Committee, the regional executive committees or the regional administrative committees or any of them partners for any purpose. Nor shall any member of any such committee be liable in any manner to anyone for any act of any other member, officer, agent or employee of any such committee exercising reasonable diligence in the conduct of his duties hereunder, nor be liable to anyone for any action or omission to act under this code except for his own willful misfeasance or nonfeasance.

## ARTICLE X.

### DURATION OF IMMUNITIES.

**SECTION 1.** The benefits, privileges and immunities conferred by this code



shall cease upon its termination except with respect to acts done prior thereto.

#### ARTICLE XI.

##### AGENTS.

SECTION 1. The Secretary and the National Recovery Administrator may each by designation in writing name any person, including any officer or employee of the government, to act as his agent in connection with his respective

powers and duties under any provision of this code.

#### ARTICLE XII.

##### MODIFICATION.

SECTION 1. This code and all the provisions thereof are expressly made subject to the right of the President, in accordance with the provision of section 10 (b) of the act, from time to time, to cancel or modify any order, approval, license, rule or regulation is-

sued under the act, and specifically, but without limitation, to the right of the President to cancel or modify his approval of the code or any conditions imposed by him upon his approval thereof.

#### ARTICLE XIII.

##### EFFECTIVE TIME.

SECTION 1. This code shall become effective on the \_\_\_\_\_ day after its approval by the President.

## Proposed Article on Open Prices

### OPEN PRICES.

#### ARTICLE —.

Section 1. In order to promote fair competition among nurserymen and prevent discrimination between consumers, the following provisions shall be observed by all nurserymen:

Section 2. Each nurseryman, within thirty days from the effective date of this code, shall file at his place or places of business and with the members of the regional administrative committee of the region in which his place of business is located, a complete list or lists, individually prepared by him, showing the true prices at which he will sell, and shall not make any change in such prices except as herein-after provided.

Section 3. Such lists shall show all prices, packing or service charges and all datings and terms including each and quantity discounts, if any, and allowances of every description, and conditions pertaining to transportation charges or allowances applying thereto.

Section 4. The first list of prices filed by any nurseryman shall take effect on the date of filing thereof. Revised price lists or discount sheets may be filed from time to time by any nurseryman; provided, however, that such revisions or amendments shall not become effective until the date specified therein which shall be not less than 14 days after the receipt by the chairman of the regional administrative committee; and provided further, that the copies thereof shall be sent immediately to all remaining members of said committee and all nurserymen to whom previous price lists have been forwarded.

Section 5. This article contemplates the publication of but two classes of lists; namely, trade lists for the use of those who buy nursery stock for resale; and consumers' lists for the use of buyers in any quantity who purchase nursery stock for planting and not for resale.

Section 6. There shall be no discrimination in price between nurserymen who buy like quantities for resale; or between consumers who buy like quantities, and consumers shall not be permitted to buy from trade lists.

Section 7. Any deviation from such published prices directly, or by offering to supply greater quantities, or other grades or sizes, or by any other means or device, shall be considered an evasion and a violation of this Article.

Section 8. On a change in the published price no adjustments, allowances, credits or refunds shall be given to any buyer on deliveries already made.

Excerpts from letter of Nurserymen's National Planning Committee, which has considered the matter at length, on the subject of an open price clause.

#### THE OPEN PRICE PLAN.

Practically every code and marketing agreement submitted by individuals and various groups contained an attempt to correct the chaotic conditions existing in our industry today either by fixing prices or increasing operating costs. It is the conclusion of this committee that all the methods suggested so far, whether they be down-right fixing of prices, or whatnot, are economically unsound, impracticable of operation in the nursery business and, as such, are inadequate to cope with the situation.

This conclusion has not been reached without a careful consideration of all angles. Innumerable authorities have been contacted. There has been the advantage of learning the reaction of the Consumers' Council, and the N.R.A. labor advisers. The experience gained at Washington in the study of other codes has been very helpful. No source of information bearing on this subject has been overlooked.

You may be somewhat impatient over the delay of our committee in formulating its code and agreement, and compare its progress with that made by other industries operating under the Agricultural Adjustment Act or N. I. R. A., but you may fail to allow for the fact that the organization of such industries, compared with our own, is relatively simple.

Few other industries, if indeed there are any, involve such complex marketing problems as ours. We are not only growers, but we are distributors; we are not only growers and distributors, but we are wholesalers or retailers, and some of us are all four. In addition, some of us are engaged in landscape contracting, growing and buying at wholesale and selling in quantities to large consumers and to small consumers as well. Some of us grow and sell by catalogues or through agents or both, and some sell largely through mail-order houses and similar outlets. What other industry embraces within its membership such a multitude of diverse and often conflicting interests? Add to that the vast number of items grown, multiplied by its various sizes, all requiring the exercise of individual judgment in pricing for the different classes

of customers, affected in turn by the method employed in distributing, and the observer is not astonished by the chaotic conditions prevailing nor dismayed over the inability of our committee instantly to produce a formula that can satisfy the industry as a whole.

Much of our delay has been due to our desire to harmonize as many of the plans of the various groups as possible, without injustice to any other trade group, geographically or otherwise. The inability to reconcile some of the different items has been responsible for leaving them out entirely with the thought that they may later be submitted as regional regulations.

#### Open Price Suggestion.

It has been suggested to the members of the committee that they approach the problem from a different angle, namely, find the common ground, if any, on which growers, landscape contractors, wholesalers, retailers, catalogue, agency and mail-order houses stand; isolate the evil or evils that distress all of them, and seek the remedy.

The suggestion goes on to state "that the prices quoted by our industry are a grave reflection on our ability as business men and are a symptom of one of our fundamental ills. They bear little relation to costs. They establish no general price current as in other industries. They are conceived in ignorance and brought forth in despair and are abandoned before the ink is dry. We are not 'merchants' of the type of Marshall Field, but compare with the keepers of the shops on South State street and the Bowery. Our price lists do not carry our prices, but the prices from which we begin to figure our quotations. Why? Because and merely because we know or think we know that our competitors pay little if any attention to their price lists. We do not know what their prices are. They do not know ours. We sell perpetually in a buyers' market. If the cause of this demoralization is ignorance, the remedy would seem to be information. I suggest that the committee look carefully into the so-called open price plan."

The nurseryman has been his own worst enemy. The indiscriminate slaughtering of prices has been caused principally through the fear of our competitors' tactics, and yet it is a known fact that this fear was often founded on rumors, usually unsubstantiated. It has been hoped that the nursery business could be put on a sound basis, not only for the benefits to be derived by its members, but to

prevent discrimination to the buying public.

After studying and getting the reaction of the administration officials at Washington and their recent statement as above, it is possible that this open price plan will provide a means of stabilizing prices as well as, if not better than, anything so far suggested and without many of the attendant disadvantages of all previous proposals.

#### Explanation of Open Price Plan.

The open price plan is simply the public filing of prices, to be adhered to until they are changed publicly—usually with ten days' to two weeks' notice. As practiced in other industries it consists of each member printing and filing his own prices, and then absolutely living up to them, a thing, which, most of us know, has not been done in the past.

It is claimed that such a plan when completely worked out will have the advantages of simplicity, saving of time in making special quotations, the logic of doing business aboveboard, a means of checking on our own and each other's activities, and the tendency, we believe, to bring prices for items of like quality and quantity closer together.

It will permit freedom of action in setting one's own prices and to a certain extent one's own terms, but after once setting said prices and terms, the nurserymen must live up to them. However, a price list may be changed and such changed price list be put in effect after giving notice to the regional administrative committee a certain time in advance—fourteen days has been tentatively set. The new prices cannot be quoted until the expiration of this required notice. Although the freedom of action in setting one's own price will be permitted under this suggested plan, it will not allow the present freedom of action in quoting prices and terms that are different from the printed price list then in effect. In this regard, the suggested plan is a revolutionary departure from the present policies and practices of the nursery business.

#### Law of Supply and Demand.

This plan has the advantages of permitting the natural law of supply and demand to operate without artificial support. It permits the nurseryman to set his own prices and place them on file, but at the same time it insists that when he does set his prices that he will stick by those prices until he finds it advisable or necessary to print a new list with revisions, and the revised price list cannot be put in effect until after the specified time as explained above.

If he sets his price below the actual cost of production that nurseryman will soon eliminate himself, because the loss cannot be made up on later sales.

The committee is encouraged by the fact that the fundamentals of this scheme, although at first appearing to be elementary, have been used in other businesses, and have been found to work. In years previous to the new deal, with its A. A. A. and N. R. A., the government objected to the open price plan on the grounds that it did tend to stabilize and raise prices—it worked.

The open price plan has now been included in the codes of the following industries:

Laundry equipment.	Underwear.
Retail lumber.	Shovel, dragline and crane.
Gasoline pumps.	Machine tool and forging machinery.
Textile bag.	Motor fire apparatus.
Oil burner.	Ladder manufacturing.
Cast-iron soil pipe.	Liquefied gas.
Petroleum.	Salt.
Lumber.	Dry skimmed milk.
Iron and steel.	Cap and closure.
Cling peach.	Steel tubular and firebox boiler.
Ice.	Marking device.
Canning industry.	Pumps.
Rock crushers.	Compressed air.
Steel castings.	Heat exchange.
Copper and brass mill products.	Crown manufacturing industry.
Petroleum equipment.	Visible filing equipment.
Asbestos manufacturing.	Steel office furniture.
Toy and playthings.	Steel shelving industry.
Steel locker industry.	Floor and wall clay tile.
Asphalt shingle industry.	Farm equipment.
Funeral supply industry.	Builders' supplies.
Date packing industry.	

#### Will Banish Evils.

This plan is not a cure-all and is not expected to bring about the millennium at once, but it does permit and encourage each one to live up to the dictates of his conscience, because it will pay him to do so. We believe that many of our aggravating practices of today will be automatically banished, if this plan is adopted and lived up to by the entire industry.

One prominent nurseryman, to whom the plan was explained, stated that he would be ashamed to print some of the prices he has been forced to quote in the last few months through fear of what his competitors might do. As far as he was concerned, it would remove his influence as a factor in ruthless price cutting.

When we get down to fundamentals we find that even with our complex system of distribution, our markets fall into two main classes; those who buy to sell again, and consumers. One great cause of discontent has been differences in the method of treating large consumers. "Differentials" have been proposed, and have been objected to by wholesalers and retailers alike. At best they are artificial and arbitrary. It is less important to know the discount your competitor allows to a consumer who is in the market for 2,000 trees than to know the price at which your competitor offers 2,000 trees to consumers.

#### Abandon Price Cutting.

Simply stated, a grower selling to those who buy to sell again (the trade) files his price list. If he sells to consumers, large or small, he files his consumer list (or lists, if he does not care to disclose to the small consumer the price charged large consumers). In short, the members of our industry selling to the two broad classes would file two price lists. These price lists can be changed, but until changed publicly, after due notice, must be adhered to. The experience of other industries has been that extremely high and extremely low prices have been modified. Extreme price cutting has been abandoned. An individual will sometimes make a price to a customer that he would not think of publishing. This would be true of your competitor as well as yourself. There would be an end to this running amuck and in the dark. There will soon be a very substantial stabilization in prices, and a

## AMERICAN NURSERYMAN

fixing of individual prices in the light of facts rather than mere suspicion.

A plan as far reaching in its effect as the "Open Price" is known to be, necessarily requires considerable thought. There are many other things in the proposed trade agreement and code which will be beneficial but probably not as far reaching as the open price plan. The committee feels that this plan contains real merit, but it also feels that its success will depend largely on the attitude taken by the trade regarding it. If adopted, the nurserymen of the United States will be required to live up to the terms of the agreement and the committee feels that full opportunity should be given to the nurserymen to express their opinion of this proposed plan.

#### Want Opinions.

Inasmuch as it has not been discussed or considered at any of the sectional or national conferences on code and marketing agreement, the committee does not want to proceed with this plan without getting the reaction of the various groups and sections of the industry.

Please give careful thought to this open price proposal and consider how it will affect your business and the nursery industry as a whole. The committee wants to know if you as a member of the nursery industry will agree to live up to its requirements and regulations. They want your frank opinion and your approval or disapproval.

Nurserymen's National Planning Committee.

Clarence O. Siebenthaler, chairman.

Henry B. Chase, southern and southwestern regions.

Paul V. Fortmiller, Pacific coast and mountain regions.

Paul C. Stark, central region.

Donald D. Wyman, eastern region.

## —in 1934

Gardening is more strongly established than ever as an element of the American home—the depression has interested the public in the development of home surroundings.

Trees, shrubs, perennials—all kinds of ornamental plant materials—will meet improved demand. Not just the few standard things the real estate developers planted—but a diversity of the better varieties that appeal to the initiated.

To keep you posted on these things—what they are, where to be had, how to be grown—is to be a special part of the editorial program of THE AMERICAN NURSERYMAN in 1934.

The magazine will continue to be "The Mirror of the Nursery Industry," reflecting the news, opinions and activities of the industry as in the past thirty years.

Subscription price: \$2.00 per year. Published twice a month. Advertising rates on request.

## AMERICAN NURSERYMAN

508 S. Dearborn St.,

Chicago, Ill.







## CATALOGUES RECEIVED.

[In writing for a copy of any of the catalogues reviewed below, please mention that you saw it described in this column of The American Nurseryman.]

**Jackson & Perkins Co.,** Newark, N. Y.—Publicity on rose novelties for 1934, in broadside form, featuring Golden Climber, Blaze and Countess Vandal, with descriptive comment and remarks on the national publicity that will make these profitable roses to handle.

**Conard Fyle Co.,** West Grove, Pa.—"Star Roses," a colorful presentation of roses, headed by three pages of novelties for 1934. Souv. de Mme. C. Chambard supplies the cover decoration. The illustrative material throughout is 4-color work.

**Overlook Nurseries,** Crichton, Ala.—Wholesale price list of special nursery materials. Leaders among the offers are named varieties of Camellia japonica and Azalea indica. A section at the back lists succulents and other house plants for indoor rockeries and dish gardens. Two wild sages are given prominence. Evergreens are offered in a variety of sizes.

**Joseph Martin Perennial Nurseries,** Painesville, O.—Descriptive illustrated price list of perennials for the trade, arranged alphabetically. Peonies, forcing stock and rock garden items are especially featured. Shrubs, roses and erica are other items offered. All stock is described as grown by this firm.

**Henry F. Michell Co.,** Philadelphia.—Wholesale catalogue, listing bulbs, seeds, plants and supplies for florists and market gardeners. Cultural notes on callas are given at some length to aid in success with these subjects. Ornithogalum thyrsoides aureum, Kalanchoe globulifera coccinea and Crassula rubicunda. Brilliance are among the choice florists' plants offered.

**H. G. Hastings Co.,** Atlanta, Ga.—Eighty-seventh annual catalogue, of 128 pages, with a cover in colors, about half of the pages being devoted to flower seeds, plants and bulbous items and the rest to vegetables. Three wilt-resistant strains of tomatoes are effectively displayed on the front cover. The all-American selection of flower novelties occupies pages two and three. A complete planting table for flower seeds is a helpful feature.

**Rex D. Pearce,** Merchantville, N. J.—If you are looking for a rarity to add to a collection of a special flower species or to fill a specific purpose in a planting, you will be sure to find not one but several such in Mr. Pearce's remarkable collection of seed and bulb offers recently distributed. It is a rare menu indeed for the plant epicure, given added distinction by an interesting cover illustration in wood block style.

**J. E. Jackson,** Gainesville, Ga.—Catalogue of roses, chrysanthemums and hardy plants, with color illustrations predominating. Roses are a specialty of the firm and are given prominence on the cover.

**H. A. Hyde Co.,** Watsonville, Cal.—Price list of fruit trees, berry plants and other nursery stock. The care used in selecting bud wood for fruit trees is described on the cover. An inclosure lists roses in selected varieties.

**Vaughan's Seed Store,** Chicago—The fifty-eighth issue of "Gardening Illustrated," the firm's annual retail catalogue. Few horticultural wants could fail to find satisfaction in this comprehensive work, covering seeds, plants, nursery items, bulbs, vegetables, accessories, etc. Vaughan's Midget sinias form a delightful cover decoration. Eight pages offer novelties and specialties in flower seeds for 1934. Forty-three new color illustrations of perennials add interest to the flower seed section, notable for completeness. A view of the firm's garden at the recent Century of Progress exposition appears. Cartoon advertising, new to the trade's printed publicity, tells of gladiolus values on a forward page.

**American Bulb Co.,** Chicago—Spring edition of the firm's wholesale price list for florists, seedsmen and nurserymen. Stressing the need for growers to select the choicest strains for the sake of increased returns, the catalogue features thirteen pages of novelties and recent introductions in commercial cut flower and pot plant lines. In addition to a score of pages of A. B. C. Supreme quality flower seeds and thirty more of florists' requirements in perennials, vegetable seeds for forcing, bulbous items and supplies. The new double fringed petunia, World Beauty, reproduced in colors, decorates the cover, heading a large petunia section within. Prices have been set consistent with the trade conditions, it is stated.

**Watkins & Simpson, Ltd.,** London, England—Fifty-seventh annual wholesale catalogue of vegetable and flower seeds, not a jot less perfect than any of its immediate predecessors, with a maroon and gold cover that presents a tipped-on 4-color reproduction of Linaria maroccana Fairy Bouquet, awarded a gold medal by the all-American selection committee in 1933. Sixteen novelties for 1934 head the flower seed offers with another group of recent introductions, splendidly illustrated, as always. Most of these items are of the firm's own raising. The general list of flower seeds occupies sixty-three pages, a view of the firm's trial grounds being reproduced at the beginning. Special pages feature rare species collected in Kashmir, India, and rock garden subjects.

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ETC.

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# Short Course Programs

## OHIO SHORT COURSE.

Study of the fundamental facts underlying the choice, culture and uses of the better ornamentals and fruits will be the feature of the free nurserymen's and landscape gardeners' short course at Ohio State University, Columbus, O., January 24 and 25. The program for the meetings, which will be held in the Horticulture and Forestry building, is as follows:

### JANUARY 24, 9 A. M.

Registration.  
"Factors in Plant Growth."  
(a) "Anatomical—How Is the Plant Constructed?" by J. H. Gourley, of Ohio State University.  
(b) "Physiological—Why Does the Plant Grow?" by G. H. Poesch, of Ohio State University.

### JANUARY 24, 1 P. M.

"The Soil and Its Relation to Plant Growth," by Richard Bradfield, of Ohio State University.  
"The Use of Green Manure Crops in the Soil—An Improvement Program," by C. J. Willard, of Ohio State University.  
"Characteristics and Uses of New and Rare Annuals and Perennials," by Victor H. Ries, of Ohio State University.  
"The Season's Problems," by L. C. Chadwick, of Ohio State University.  
"New and Rare Ornamental Plants for Nurserymen and Landscape Gardeners."  
(a) "Evergreens," by S. G. Harry, of the Ohio agricultural experiment station.  
(b) "Deciduous Plants," by Victor H. Ries.

### JANUARY 25, 8 A. M.

"The Nature and Control of Ornamental Plant Pests."  
(a) "Diseases," by Paul E. Tilford, of the Ohio agricultural experiment station.  
(b) "Insects," by H. C. Esper, of Ohio State University.  
"The Characteristics, Production and Uses of the Better Rock and Alpine Plants," by Belden C. Saur, of the Rocknoll Nursery, Foster, O.  
"Planting and Maintenance of Ornamental Plants," by Prof. Alex Laurie, of Ohio State University.  
JANUARY 25, 1 P. M.  
"The Characteristics and Production of the Better Small Fruits," by J. S. Shoemaker, of the Ohio agricultural experiment station.  
Discussion of civic and community improvements, led by Carl R. Frye, Columbus.  
"The Identification, Culture and Uses of the Yew (*Taxus*) and Hollies (*Ilex*)," by L. C. Chadwick.

## PROGRAM FOR CORNELL MEET.

The fourth annual New York state nurserymen's conference will be held January 23 to 25 at Cornell University, Ithaca, N. Y. All meetings will be held in the Plant Science building. Though registration only is on the program for the morning of January 23, conferences and trips will be arranged to help the visiting nurserymen become acquainted with the general plan of the university.

The completed program is as follows:

### JANUARY 23, 1:30 P. M.

Agricultural Economics.  
Introduction, by Dean C. E. Ladd.  
"Artificial Regulation of Commodities and Prices," by Dr. J. E. Boyle.  
"Some Aspects of the Competition and Demand for Fruit Trees," by Dr. M. P. Rasmussen.  
Inspection of laboratories, greenhouses and nurseries. Apply at registration desk for guides.  
Informal dinner at Willard Straight hall.

### JANUARY 24, 9 A. M.

Public Properties as Outlets for Plant Materials.  
"County Developments," by Raymond E. Phillips, general superintendent, Monroe county park commission.  
"Municipal Parks," by Laurie D. Cox, professor of landscape engineering, Syracuse University.  
Discussion led by Alan F. Arnold, assistant professor of landscape engineering, Syracuse University.  
"Ray Brook Sanitarium," by Prof. J. P. Porter.  
"A Few Remarks on the Application of the Federal Highway Act in New York State," by Capt. A. W. Brandt, state commissioner of highways.  
Informal luncheon, during which there will be a discussion of the Dutch elm disease, led by Dr. H. H. Whetzel and Dr. C. E. F. Guterman.

### JANUARY 24, 1:30 P. M.

Harlan P. Kelsey, Kelsey-Highlands Nursery, East Borford, Mass.  
Prof. R. W. Curtis.  
"A Word of Warning: What Plants Will We Have for Sale Four Years from Now?" by Prof. C. J. Huns.

### JANUARY 24, 6:30 P. M.

Banquet at Willard Straight hall. Toastmaster, Paul V. Fortmiller, Jackson & Perkins Co., Newark, N. Y. Speakers, Dean C. E. Ladd and Harlan P. Kelsey.

### JANUARY 25, 9 A. M.

Land Utilization.  
"The Business Side of the Nurseryman's Problem," by Dr. E. G. Miner.  
"Problems in Fitting Land for Nursery Production," by R. C. Collison, chief in research, Geneva experiment station.  
"Utilization of Land Temporarily Withdrawn from Nursery Production."  
"Truck and Canning Crops for Your Land," by C. B. Sayre, chief in research, Geneva experiment station.  
"Farm Crops," by Prof. H. B. Hartwig.

### JANUARY 25, 12:30 P. M.

Final luncheon. The speaker will be William G. Howard, director, division of lands and forests, New York conservation department. Guests will be Dr. L. H. Bailey, professor emeritus, Cornell University, and Dr. U. P. Hedrick, director, New York state agricultural experiment station at Geneva.

THE name of the Shoecraft-McDevitt Co., St. Petersburg, Fla., has been changed to Shoecraft Nursery, Inc.

THE Meroney Nursery Co., Mocksville, N. C., intends to enlarge its greenhouse facilities. The company operates a tract of thirty-five acres.

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### OTHER CONVENTION DATES.

January 30 and 31, New England Nurserymen's Association, annual convention, Hotel Statler, Boston, Mass. Secretary, W. N. Craig, Weymouth, Mass.

February 13 and 14, Michigan Association of Nurserymen, annual convention, Detroit-Leland hotel, Detroit, Mich. Secretary, N. I. W. Kriek, Cottage Gardens, Lansing, Mich.

THE grounds about the Van Ness Water Gardens, Upland, Cal., have been improved, and 1,500 feet of concrete pools have been built. The greenhouse was lately altered.

A PROPAGATING house 25x100 feet has been built by House of Gurney, Inc., nursery firm of Yankton, S. D.

## Curtailed Production Adverse Weather Increased Demand

all have helped to  
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## TAR SPRAYS EFFECTIVE.

Tar distillate emulsions, a new type of insecticide intended for use against the overwintering forms of several important orchard insects, have been under investigation at the New York state experiment station at Geneva for the past five years and have shown a high degree of efficiency, especially against the rosy apple aphid, the black cherry aphid and the bud moth, according to information presented in a bulletin recently made available at the station. "Tar Distillate Emulsions for the Control of the Rosy Aphid and Other Fruit Insects" is the title of the publication which has been prepared by F. Z. Hartzell and P. J. Parrott. A copy of the bulletin may be obtained upon request to the experiment station.

"The principal constituent in tar distillate emulsions is refined creosote oil which is rendered miscible with water by various emulsifying agents," say these specialists. "When applied under the conditions specified by the manufacturers, there have been no indications of harmful effects on buds or wood, and with respect to the three insects named it appears that the new sprays would serve a useful purpose for many orchardists."

To avoid risk of injury to the trees, particularly the buds, treatment is restricted to a rather brief period in the spring which may entail greater difficulties for New York fruit growers than for growers in other sections of the country, it is explained. Careful planning will be required to utilize days that present the best conditions for treatment.

In addition to giving information on the composition of tar distillate sprays and on homemade tar distillate emulsions, the bulletin reports the results of tests of the sprays against the rosy aphid, the green aphid, the oyster-shell scale, scurvy scale, San Jose scale, apple red bug, the bud moth, the black cherry aphid and the pear psylla. Full directions for using the sprays and precautions to be observed are also included.

## PARASITIC BUGS SAVE FORESTS.

Bug-eating bugs introduced from abroad by the United States Department of Agriculture saved Massachusetts forests from defoliation by the gypsy moth and freed Massachusetts streets from millions of crawling caterpillars in one of the most persistent insect battles ever staged.

When control of the gypsy moth by its natural enemies was first attempted, in 1905, this insect had spread from

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the New England town where it had been accidentally established in 1868 until it was a distinct menace in several states. Spraying and other methods of mechanical control, though costly, can be used to advantage in cities. They are impracticable in forests, however.

As no native parasite seemed to bother the gypsy moth much, department entomologists sought more pugnacious parasites in infested areas abroad. A number of natural enemies, they soon found, were keeping the pest in check in several foreign countries. These were collected at various stages of their life cycles and brought here. Transplanting insects from their original home is tricky business. Years were spent in the tests, which finally resulted in the successful rearing and liberation in American forests of colonies of insects that would attack gypsy moths, but would not themselves develop into economic pests.

A tiny wasp, *Anastatus disparis*, which feeds on gypsy moth eggs is now one of the best established of all the parasites imported. About 66,000,000 of these little wasps, natives of Hungary, Russia and Japan, have been set free in New England. Parasites that prey on the larva and some that attack the pupae of the gypsy moth have been brought in also. A brilliantly colored beetle, *Calosoma sycophanta*, is the principal predator of gypsy moth caterpillars.

This 28-year experiment on the control of an important insect pest by turning its natural enemies against it is the most intensive ever tried. About fifty species of parasites and predators have been introduced and twelve of these have become definitely established.

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**THE F. E. SCHIFFERLI & SON NURSERIES**

of Fredonia, New York

regretfully announce the death of its founder, F. E. Schifferli, on January 3, 1934. The business will be continued by his son, H. J. Schifferli, who has been actively associated with his father in this business for several years.

THE Southington Nursery, Southington, Conn., has been incorporated by Louis Coari, president and treasurer; Walter Stefani, vice-president; James Epifano, secretary, and Mary Epifano, assistant secretary.

# Herbaceous Perennials

## Comments on Less Common Varieties

### SILENE ACAULIS.

To the correspondent that took me to task a few years ago for saying that *Silene acaulis* was a poor dud under midwestern conditions, may it be said that the opinion expressed then still holds. If the garden has a moraine, this catchily is something to cherish, but if it is necessary to grow the plant in the usual rock garden, the space it occupies is worth more than the plant. Some gardeners claim it has to be acclimatized before it reaches its best. To give this claim a rather thorough test, I secured garden-saved seeds in 1924 and grew six generations in my garden. Yes, the last one was fine when constantly watered from below, but was little better than the first under common garden conditions.

Last year I saw in another garden in north Michigan a fine planting of *S. acaulis* major, a better plant than the type and, according to the owner, an easier doer. The material I saw was in the moraine, so I cannot vouch for the latter. The flowers were a more pleasing pink than the type, in this case approaching a bright salmon rose. And they were larger, being about a third of an inch in diameter.

If you have a particularly good form of this catchily that you want to propagate, it may be done readily in late summer and possibly at other times of the year. Pull off small shoots with a heel and place them in fine sand in a shaded frame. If only a limited number of plants are needed, the plant may be taken up and pulled to pieces, planting back each rooted piece.

### IBERIS SAXATILIS.

*Iberis saxatilis* is a little candytuft that must be a wonderful plant in southern gardens, where it is said to bloom from November until May. Here in the north we count ourselves lucky if we get a month of bloom in early spring, but the month is worth waiting for. This variety is the best of all small candytufts that I have found, being particularly effective when planted in clumps among dark rocks, where, after the passing of the pure white flowers, the small linear evergreen foliage carries on throughout the year. The best material becomes no higher than two inches, although seedlings may vary from one to six inches in height with extremely narrow to quite broad leaves.

Here is a plant that simply must be reproduced by vegetative means if uniformity is desired, for seedlings vary so much there are not likely to be two alike in a thousand plants. Luckily, cuttings root readily. Directly after flowering, cut the plants back a little to induce new growths. These, taken with a heel, root easily in the usual way. There is a good field here, without a doubt, for the plant breeder, because the variation in a common batch of seedlings is so great as to render the plants useless as type material. In addition to pure white, which is all that I have ever had, there is said to be a form in American trade with soft

pink flowers. With candytuft coming from the warm Mediterranean regions, one would expect it to be somewhat tender in northern Michigan, but I do not now recall having lost a single plant on that account. It does, however, need protection from winter's cold blasts, but this is true of most evergreen herbs. Well drained soil in sun is also needed for best results.

### ONONIS CENISIA.

Plants of outstanding merit as garden ornaments are often hard to handle under garden conditions or are difficult to propagate. Neither of these factors have held back *Ononis cenisia* from popularity. Nor is it hard to get, for, although the plant is seldom if ever seen in American nurseries, it may be had in seeds from European sources and is not hard to grow in that way.

The common name of *ononis* is rest-harrow. It is of the great family of legumes, the genus including upward of seventy-five species, mostly confined to southern Europe. The subject of our notes, *Ononis cenisia*, throws out semi-shrubby prostrate stems to the length of fifteen to twenty inches which are sparingly clothed in beautiful small three-parted leaves. And the plant is a dream of beauty when it covers itself with bright pink pea-like flowers, usually

starting in late June and continuing for over a month.

The plant is easy in any sunny well drained situation and is particularly good when used to cover a sunny slope in the rock garden. Propagation from seeds is the best method of which I know; division is difficult, and cuttings are hard to root, according to my experience. Seeds planted in early spring, so that they get the benefit of two or three freezes, have shown best germination here.

### STOKESIA LEVIS.

After all of the good things that have been said about the Stokes' aster, *Stokesia levis*, during the past century, the plant remains unknown in many gardens. The nurseryman who tears his hair for good annual asters when the yellows and other diseases and insects have not left him a plant seems, in many cases, to know nothing about this fine hardy plant. Few American plants are of greater value to the garden or to the user of cut flowers from August to October. With the plant given a good soil that is well drained, one should experience no trouble with this variety, except that it may need protection in the coldest parts of the country. In northern Michigan, it goes through the winter without protection in all years when there is plenty of snow, but a snowless year means the loss of plants that are not in protected places.

The type, *Stokesia levis* (*S. cyanea* of some lists), is a 1-foot to 2-foot much branched plant, bearing large (2-inch to 4-inch) heads of lavender blue to blue purple aster-like flowers from August on-

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ward. There is also a white form, and the plant has now started to vary to other shades, so that a packet of mixed seeds is likely to give one a wide selection. High culture of some of the new European forms will produce flowers as much as five inches across, as was shown me in a private garden in this section last fall.

#### SEDUM LINEARE.

It is a matter for much regret that *Sedum lineare* is not hardy. I do not know just how much frost it will stand; usually protected plants go through northern Michigan winters if there is plenty of snow, but last winter killed everything outdoors. This is probably a matter that will have to be settled by individual experiment. If it were not for this fact, I think that the variegated form of this species would be my favorite *sedum*.

The variegated form is often sold as *S. sarmentosum variegatum*, which will probably describe the plant better than I can. Strictly speaking, though, *S. lineare* differs from the other in a number of noticeable characteristics. It has narrower and longer leaves than *S. sarmentosum*, and the barren shoots seldom if ever root below. In Praeger's description, he says, in speaking of *S. lineare*, that the stems sometimes root below, a fact that I have never verified. Plants from cuttings last spring are now mounds of beauty as much as eight inches across. It would be interesting to record in these columns the experience of growers throughout the country regarding the hardness of this plant.

#### ARENARIA STRICTA.

*Arenaria stricta*, a native of the north, is, to me, one of the loveliest of the sandworts. The printed page is no place to try to show the difference which separates these plants; rather, one should have the actual material. A not too technical description of *A. stricta* would sound as if it were a loose-growing *A. verna*, which it is not. On the other hand, *A. stricta* is more vividly green, more ethereal-looking and, to me, an altogether better plant. Unfortunately, it seems not so amenable under garden conditions. In my garden I have little trouble with *A. stricta*, but correspondents tell me it behaves badly for them. The plant seems to cling to acid soils in nature, yet does well in any light medium once it is established in the garden.

Contrary to Gray's note that the variety is found on dry wooded banks, the few natural stations that I know are all in well drained moist spots. Correvon's recommendation to give *A. stricta* moraine treatment corresponds with this observation, but in actual practice in my garden I have no trouble with the plant on the north side of a rock in dry acid soil. The variety probably needs more study before it is given to the general run of gardeners. Its high quality warrants that study, too.

#### SCABIOSA GRAMINIFOLIA.

*Scabiosa graminifolia* is a scabious with an entirely different purpose in life. While *S. caucasica* is useful chiefly as a cutting subject, *S. graminifolia*

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is at its best in the rock garden. If the plant behaves everywhere as it does in north Michigan, it is to be numbered among the best of rockery plants, blooming off and on from July until frost and bearing typical scabious flowers of a pale lilac blue.

As the specific name would indicate, the leaves are narrow and grass-like, in this case having a silvery sheen that is shown off with good effect when the plant is among dark-colored rocks. It grows from a woody base, throwing up stems eight to ten inches long. The variety needs good drainage, sun and common light soil and is easily grown from seeds.

#### LATE-BLOOMING ROCK PLANTS.

The open fall last year added a great number of plants to the already long list of October and November bloomers. Growers will find any fairly good plant that is able to produce flowers in a season other than that of the lush period of spring and early summer to be good property. It would be useless to name all of the fall bloomers, but a few of the less common ones should be mentioned: *Achillea holosericea* (in bloom from June

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until winter), *Androsace sempervivoides*, *Anthemis orbelica*, *Aster Porteri*, practically all of the Chinese corydalis, *Dianthus Seguieri*, *erigonum* in variety, *geraniums*, *scabiosa* in variety and *Veronica armena*.



# OBITUARY

## F. E. Schifferli.

F. E. Schifferli, founder of the F. E. Schifferli & Son Nurseries, Fredonia, N. Y., in 1890, died Wednesday, January 3. Mr. Schifferli's organization has been in business for more than forty-three years without any change in ownership or management. He had been a regular attendant at conventions of the American Association of Nurserymen for many years. Harry J. Schifferli, who has been actively associated in the business for several years, will continue to operate it, specializing in small fruit stocks, both wholesale and retail, as heretofore.

## F. Gordon McCarthy.

F. G. McCarthy, manager of Call's Nurseries, Perry, O., age 31, died at 2:15 p. m. Sunday, December 31, at the Lake County Memorial hospital, Painesville, O., following an automobile accident. He was born at Canandaigua, N. Y.

Mr. McCarthy's life's work was in the nursery business. At an early age he was employed by the C. W. Stuart Co., Newark, N. J. He worked there for six years in the retail department. He was then employed by C. E. Wilson & Co., Manchester, Conn., where he remained for five years. It was in Connecticut that Paul Schumaker, proprietor of Call's Nurseries, met Mr. McCarthy, taking him from there to Perry as manager. Mr. McCarthy started work at Call's Nurseries New Year's day, 1932.

Funeral services were held at Fiser's parlors, Painesville, O., where all of the rooms were packed with friends and fellow workers to pay their respects. The body was then taken to Shortsville, N. Y., for burial. Many Ohio friends accompanied the body to New York.

Mr. McCarthy is survived by his wife, Caroline Small McCarthy, to whom he had been married only a little over a year and one-half; a brother, Duane, and a sister, Irla Mae Miller, Brooklyn, N. Y.

Members of the Perry Men's Club named him secretary when the club was organized, a position which he had held since that time. He was also a member of the Lions' Club and the Elks.

## Adolph F. Ludemann.

Adolph F. Ludemann, who operated the Pacific Nurseries, San Francisco, Cal., with his father for many years, later moving the business to Millbrae, Cal., died at a hospital at San Mateo, Cal., December 10. He was 59 years old. Since his retirement from the nursery business Mr. Ludemann was for several years on the staff at the San Mateo city park, in which city he was living at his death.

Mr. Ludemann was a member of the Sir Francis Drake lodge, No. 376, F. A. M.; the Golden Gate parlor, Native Sons; the Matalan post, Veterans of Foreign Wars, and the Nelson A. Miles camp, United Spanish War Veterans.

He is survived by a widow, Lillie D.; two sons, Fred J. and John H., and a daughter, Miss Flora L., all of San Mateo. Funeral services were held

from the chapel of Frank C. Wyckoff, Burlingame, Cal., under the auspices of the Sir Francis Drake lodge. Cremation at Olivet Memorial park, Lawn-dale, Cal., followed the services.

## William Jackson Brown.

William Jackson Brown, age 66, proprietor of the Brown Nursery & Floral Co., Dallas, Tex., died at his home there, 3838 Colonial avenue, New Year's day. He had been a resident of Dallas for forty-eight years. Funeral services were held Wednesday afternoon, January 3, with interment in the Oakland cemetery.

Mr. Brown is survived by his wife, Mrs. Rhoda Brown; one son, J. G. Brown; one daughter, Mrs. O. G. Hancock, all of Dallas; one brother, I. J. Brown, Paducah, Tex.; one sister, Mrs. M. E. Tunstall, Dallas, and four grandchildren.

## Fred Wolf.

While residing at his winter home in Tampa, Fla., Fred Wolf, nurseryman of Dayton, O., died Friday, January 5. His northern residence was on Salem pike at Wolf road, near Dayton. The body was returned there for burial.

Mr. Wolf was born at Taylorsburg, O., March 19, 1852, and had resided all of his life in Montgomery county, O., except for the winters of the past fifteen years, which were spent in Florida.

After following several occupations, Mr. Wolf engaged in the nursery business at Kinsey Station, O. In 1879 he became associated with the Hoover & Gaines Co., Dayton, and in 1918 moved to his late residence on the Salem pike. He was married December 26, 1875, to Miss Emma C. Frank, Broadway, Va.

Besides his widow, Mr. Wolf is survived by four sons, Harry F., Trotwood, O.; W. Herbert, Flaxville, Mont.; Roy C., Los Angeles, Cal., and Carl S., Fort McKinley, O.; one daughter, Mrs. Lula A. Michael, Fort McKinley; one brother, George Wolf, Liberty, O., and two sisters, Elizabeth and Polly, Dayton.

J. J. BREWER and associates have organized the Southern Tree Expert Co., Charlotte, N. C.

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## AMERICAN NURSERYMAN

### MAULE DISCONTINUES NURSERY.

With the issuance of its 1934 annual catalogue, the William Henry Maule Co., Philadelphia's "old reliable seed house," announces the discontinuance of its nursery department. The 100 pages of the current issue, exceeding 800,000 copies, are devoted almost exclusively to farm seeds and seeds of flowers and vegetables. Tuberous-rooted and bulbous items are the only exceptions noted.

Compliance with the letter and the spirit of the N. R. A. is described in a foreword over the signature of William Henry Maule, in which it is stated that the firm has raised wages, shortened hours and added employees. At the same time, price increases on catalogued items have been restricted to a few articles, counterbalanced by a lowering of the rate on several others. As always, the Maule "Seed Book" is rich in suggestions for gardeners by which they may have greater satisfaction for their efforts.

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## PRICE OF "HORTUS" HALVED.

Though identical with the original issue of "Hortus," by Dr. L. H. Bailey, author of "The Standard Cyclopedia of Horticulture," the reissue of the former just released by the Macmillan Co. is halved in price. The price of the reissued "Hortus" is but \$5, whereas that of the first edition was \$10.

Text, illustrations, index and even the kind of paper and fabricoid binding are the same in the new issue as in the earlier. Ornamental, fruit and all other plants capable of cultivation north of the Rio Grande river are described in "Hortus," known as a dictionary of North American plants. Many growers have found it indispensable. There are 652 pages and thirty illustrations.

## ROCKWELL ON PEONIES.

The ninth volume of the series of Home Garden Handbooks by F. F. Rockwell has made its appearance. This versatile writer has chosen peonies as the subject for his latest book of seventy-three pages, bound in the uniform size of the series. The little volume is well filled with illustrative half tones and line drawings, the latter being par-

ticularly helpful in amplifying the instructional part of the text.

In Mr. Rockwell's terse but interesting style, he has presented the essential information necessary to grow successfully these perennials noted for their longevity and hardiness. The author discusses the modern uses of the peonies, suggests the proper types and varieties for various locations, not neglecting the newer fragrant sorts, and tells exactly how to care for and propagate them. Although written largely for amateurs, the book will be found useful by commercial growers too, particularly the chapter on "Cutting, Keeping and Exhibiting Peonies," the notes covering such practices as disbudding, sacking, holding, storing, shipping and staging.

In the closing paragraph, entitled "Peonies for Special Purposes," which presents much usable information in tabulated form, the author has devoted a page to the American Peony Society, and unfortunately an error has crept into the script. The address of the secretary and editor of the "American Peony Society Bulletin," W. F. Christman, is given as Robbinsdale, Minn., whereas he has been at Northbrook, Ill., since 1929. "Peonies," published by the Macmillan Co., is available through The Review at the publisher's price, \$1.10, postpaid.

## ROTOTILLER REPORT.

At a special meeting of the stockholders of Rototiller, Inc., Long Island City, N. Y., the president reported earnings for the first eighteen months of operations amounting to 60 cents a share on all outstanding preferred stock and 21 cents a share on all outstanding common stock. Total retail sales for the eighteen months were approximately \$125,000.

At a directors' meeting it was voted that the company should increase its working capital in order to take care of the expected increase in business. The resolution called for an increase of cash working capital of \$180,000.

The company will offer for 1934 three additional models, including a new model known as the C4 equipped with a 3½-horse power motor with a 2-speed transmission which has been specially designed for truck growers. The machine comes with attachments so that it can be used in 14-inch rows or 10-inch rows. A new model known as the C5, with a 2-speed transmission, is also particularly designed for nurseries and truck growers. A new larger model is C7, cutting twenty-eight inches wide and twelve inches deep.

The C2 model with a 2½-horse power motor will be continued, as will the C3 model, the price of which has been reduced.

In addition the company will furnish a straddle-row attachment which can be used in conjunction with the three smaller models. Work on the Rototiller tractor attachment is being continued, and it is expected that these attachments will be ready for delivery sometime this spring.

The board of directors of the company was increased from three to seven, the following having been elected: J. L. Heintz, Toledo, O.; Roy Koon, Basking Ridge, N. J.; Guy W. French, Morton Grove, Ill.; George W. Butts, Philadelphia, Pa.

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Berberis Thunbergii ..... 2 yr. Sdigs.  
Cotoneaster Horizontalis ..... 2 in. Pots  
Cydonia Japonica ..... 1 yr. Sdigs.  
Hail's Japan Honey-suckle ..... 1 yr. Trans.  
Myrica Cerifera ..... 3 yr. Sdigs.  
Rosa Multiflora Japonica ..... 1 yr. Sdigs.  
Evonymus Carrierei ..... 3 yr. Trans.  
Evonymus Kewensis ..... R. C. & 3 yr. Trans.  
Evonymus Radicans ..... 3 yr. Trans.  
Evonymus Radicans Var. R. C. & 3 yr. Trans.  
Evonymus Vegetus ..... R. C. & 3 yr. Trans.  
Juniper Horizontalis ..... 2 yr. Trans.  
Juniper, Irish ..... 2 in. Pots  
Juniper Pfitzeriana ..... R. C. & 2½ in. Pots  
Juniper Stricta ..... 2½ in. Pots  
Picea Amorica ..... 3 yr. Sdigs.  
Pinus Mughus ..... 3 yr. Sdigs. & 4 yr. Trans.  
Taxus Brevifolia ..... 2 yr. Trans.  
Taxus Cuspidata ..... 2 yr. Trans.  
Taxus Cuspidata Capitata ..... 3 yr. Trans.

C. E. Wilson & Company, Inc.,  
Manchester, Conn.

Perennial Seeds, Selected 1933 Crop. Columbine, Veronica, Lychnis, Gaillardia, Platycodon, Delphinium, Sweet William, Oriental Poppy, Liatris, Pkt., Ounce or Pound. Write for low prices. Wanted, lining-out stock Myers' Juniper, Jap. Yew, Cox's Flower Gardens, Valencia, Pa.

California Privet, Lombardy Poplars, Oriental Planes, Shrubbery, Evergreens, Perennials, etc., at special prices. Westminster Nursery, Westminster, Md.

Shade Trees of ten varieties, up to 2 in. Hard Maple liners, 5 to 7 ft., as low as 10c. Need some fruit trees and other lines. Perry Nurseries, Perry, Iowa.

Japanese Cherries and Crabs, up to 12 feet; Magnolias, Leneel and Soulangiana, up to 10 feet. A. E. Wohler, Narberth, Pa.

Maclura Aurantiaca Seed (Osage Orange Hedge), wholesale and retail. Export business a specialty. Ray Wickliffe, Seneca, Kan.

Robinia Pseudacacia, seed of 1933 harvest. Valson Nicola Gribaldo, Padova, Italy.

## MILTON NURSERY CO.

A. Miller & Sons, Incorporators  
MILTON, OREGON

Complete line fruits, shades, ornamentals, fruit tree seedlings, Roses, Peonies, 135 varieties. Send us your want list. Although well "sold up" on some items and grades formerly in surplus we hope to supply your needs. Following are a few specialties:

## Maples:

Norway, Schwedler, Sugar, whips or branched; Globe Norway, top-worked.

## Birches:

Cut-leaved Weeping, European, white; Pyramidal European, white.

## Japanese Flowering and Weeping Cherries.

## Chinese Elm

(Ulmus Pumila) seedlings and transplanted trees, well branched, straight and smooth.

## Locust:

Globe-headed and Robinia Hispid, pink-flowering, each 2 and 3-year, top-worked heads.

## Hawthorns:

Paul's Scarlet and Washington (Cordata).

## Roses:

Oregon field-grown, extensive list of varieties.

## Peony:

Officinalis Alba Mutabilis, Rubra, Sanguinea Plena (earliest-blooming peony), Rubra Superba. 2 to 5-eye divisions, and 8 to 12, 12 to 15-eye, undivided.

## Seedlings:

Pear, Mahaleb, Mazzard, Myrobalan, Chinese Elm (Ulmus Pumila).

Combination car lots to middle west and Atlantic points minimize freight costs. Write for our latest list with reduced prices.

## EVERGREEN TREES

	Age	Size	Per 1000
Norway Spruce	6 yrs. TT	12-18 in.	\$22.00
Norway Spruce	5 yrs. T	10-15 in.	14.00
White Spruce	6 yrs. TT	12-18 in.	22.00
White Spruce	5 yrs. T	8-15 in.	14.00
Blue Spruce	5 yrs. S	4-6 in.	10.00
Blue Spruce	5 yrs. TT	6-10 in.	30.00
Black Hills Spruce	5 yrs. S	4-6 in.	10.00
Austrian Pine	4 yrs. T	6-15 in.	20.00
Mugho Pine	4 yrs. S	2-4 in.	8.00
Mugho Pine	4 yrs. T	5-10 in.	14.00
Mugho Pine	5 yrs. T	8-12 in.	16.00

250 of the same kind and size at 1000 rate.

Cash with order. No packing charge.

Western Maine Forest Nursery Fryeburg Maine

## CHINESE ELM SEED

1934 Crop. Hardy North China strain. Shipment in May.

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## NEW AND RARE NURSERY STOCK

BRUCKENTHALIA spiculifolia. Hardy, heather-like plant, fragrant pink blossoms.  
ILEX PERnyi. The new heavy-bearing holly.  
DAPHNE Cneorum. The new free-blooming strain; hardy; all sizes from liners to specimen plants.

Stock limited; place your order early.

THEO. ALBERT

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## PIN OAKS

Lining-out sizes

6-9, 9-12, 12-18 and 18-24 inches

Large Trees for permanent planting

5-6, 6-8 and 10-12 feet

Arthur L. Norton Nurseries  
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*Added profits*  
**to NURSERYMEN**  
*who protect grafts*  
*from plant cancer, root*  
*knot and other malformations*

with



**NEW ANTISEPTIC  
 NURSERYMAN'S TAPE★**

Crown galls, wound overgrowth, root knots and hairy roots cut deep into nurserymen's profits. New Revolite Antiseptic Nurseryman's Tape gives you greater control over these diseases and malformations than ever before. And this, without harm to plant tissue or the least danger of girdling.

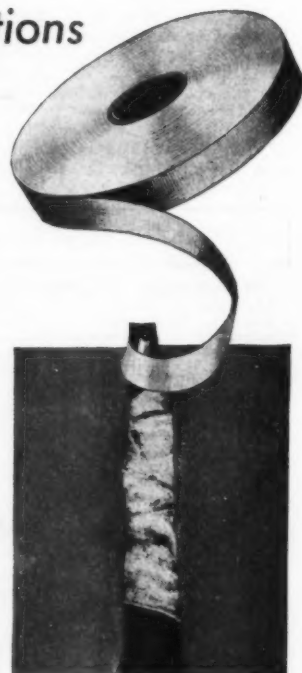
Most plant parasites attack the tree through the exposed graft wound. Antiseptic Nurseryman's Tape, spirally wrapped about the wound, forms an air-tight, germ-free wrapper that kills harmful bacteria instantly and reduces root knot occurrence 65 to 75%.

Revolite Antiseptic Nurseryman's Tape is offered you, only after four years of extensive laboratory and field research have fully proved its effectiveness and practical importance.

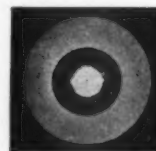
Alert nurserymen are using REVOLITE ANTISEPTIC NURSERYMAN'S TAPE, for it is certain they will gain large additional profits in place of diminished profits, when it comes time to sell their trees.



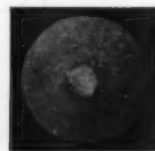
Those who have associated the name JOHNSON with NURSERYMAN'S TAPE, may have perfect assurance of getting the same high quality by looking for the REVOLITE trade mark...since The Revolite Corporation is a subsidiary of Johnson & Johnson.



Two thicknesses of tape is adequate, more only hinders decomposition. 350 to 400 wrappings are easily made per hour.



Revolite Antiseptic Nurseryman's Tape



Non-Antiseptic Nurseryman's Tape

Observe the dark circle about the spot of Revolite Antiseptic Nurseryman's Tape; within this area crown gall bacteria have been killed. Note that non-medicated tape has practically no effect on the parasites surrounding it.

THE **REVOLITE** CORP.  
 NEW BRUNSWICK, NEW JERSEY